

11 AGREEMENT FOR PROVISION OF  
 22 MENTAL HEALTH OUTPATIENT SERVICES FOR CHILDREN AND YOUTH  
 33 BETWEEN  
 44 COUNTY OF ORANGE  
 55 AND  
 66 SOUTH COAST CHILDREN'S SOCIETY, INC.  
 77 DBA SOUTH COAST COMMUNITY SERVICES  
 88 JULY 1, ~~2012~~2014 THROUGH JUNE 30, ~~2014~~2015  
 99

100 THIS AGREEMENT entered into this 1st day of July ~~2012~~2014, which date is enumerated for  
 111 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and SOUTH  
 122 COAST CHILDREN'S SOCIETY, INC., DBA SOUTH COAST COMMUNITY SERVICES, a  
 133 California nonprofit corporation (CONTRACTOR). This Agreement shall be administered by the  
 144 County of Orange Health Care Agency (ADMINISTRATOR).  
 155

166 **W I T N E S S E T H:**

177 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
 188 Mental Health Outpatient Services for Children and Youth described herein to the residents of Orange  
 199 County; and  
 200

211 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and  
 222 conditions hereinafter set forth:  
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244 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, ~~2012~~2014 through June 30, ~~2014~~2015

~~Period One means the period from July 1, 2012 through June 30, 2013~~

~~Period Two means the period from July 1, 2013 through June 30, 2014~~

**Maximum Obligation:**

~~Period One Maximum Obligation: \$~~831,600

~~Period Two Maximum Obligation: \$~~831,600

~~TOTAL MAXIMUM OBLIGATION: \$~~1,663,200

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Provisional Payment

**Notices to COUNTY and CONTRACTOR:**

COUNTY: County of Orange  
 Health Care Agency  
 Contract Development and Management  
 405 West 5th Street, Suite 600  
 Santa Ana, CA 92701-4637

CONTRACTOR: Scott McGuirk, CEO  
South Coast Children's Society, Inc.  
 dba South Coast Community Services  
 3611 ~~South~~S. Harbor Boulevard, Suite 100  
 Santa Ana, ~~California~~CA 92704

**CONTRACTOR's Insurance Coverages:**

<u>Coverage</u>	<u>Minimum Limits</u>
<del>Commercial General Liability</del>	<del>\$1,000,000 per occurrence</del>
<del></del>	<del>\$2,000,000 aggregate</del>
<del>Automobile Liability, including coverage</del>	<del>\$1,000,000 per occurrence</del>
<del>for owned, non-owned and hired vehicles</del>	
<del>Workers' Compensation</del>	<del>Statutory</del>

- 11 ~~Employer's Liability Insurance~~ ~~\$1,000,000 per occurrence~~
- 22
- 33 ~~Professional Liability Insurance~~ ~~\$1,000,000 per claims made or~~
- 44 ~~per occurrence~~
- 55 ~~Sexual Misconduct~~ ~~\$1,000,000 per occurrence~~
- 66 ~~smcguirk@southcoastcs.org~~
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**I. ACRONYMS**

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

- 223 A. ADAS ~~Alcohol and Drug Abuse Services~~
- 224 B. AES ~~Advanced Encryption Standard~~
- 225 C. ARRA ~~American Recovery and Reinvestment Act~~
- 226 ~~D. C. ASRS~~ ~~Alcohol and Drug Programs Reporting System~~
- 227 ~~E. D. BBS~~ ~~Board of Behavioral Sciences~~
- 228 ~~E. BHS~~ ~~Behavioral Health Services~~
- 229 F. BCP ~~Business Continuity Plan~~
- 330 G. CalOPTIMA ~~California Orange Prevention and Treatment Integrated~~
- 331 ~~Medical Assistance Plan~~
- 332 ~~G. CAT~~ ~~Centralized Assessment Team~~
- 333 H. CCC ~~California Civil Code~~
- 334 I. CCR ~~California Code of Regulations~~
- 335 J. CD/DVD ~~Compact Disc/Digital Video or Versatile Disc~~
- 336 K. CEO ~~County Executive Office~~
- 337

11	L.	CFDA	Catalog of Federal Domestic Assistance
22	M.	<del>K.</del> CFR	Code of Federal Regulations
33	N.	CHHS	California Health and Human Services Agency
44	O.	<del>L.</del> CHPP	County HIPAA <del>Policies and Procedures</del> <u>P&amp;Ps</u>
55	P.	<del>M.</del> CHS	Correctional Health Services
66	Q.	CIPA	California Information Practices Act
77	R.	CMPPA	Computer Matching and Privacy Protection
88	S.	<del>N.</del> <del>CSW</del>	<del>Clinical Social Worker</del>
99	<del>O.</del>	D/MC	Drug/Medi-Cal
100	<del>P.</del>	<del>DCR</del>	<del>Data Collection and Reporting</del>
111	T.	<del>Q.</del> DD	Dual Disorders
112	U.	<del>R.</del> DHCS	Department of Health Care Services
113	V.	DoD	Department of Defense
114	W.	<del>S.</del> DPFS	Drug Program Fiscal Systems
115	X.	DRP	Disaster Recovery Plan
116	Y.	<del>T.</del> DRS	Designated Record Set
117	Z.	<del>U.</del> DSH	Direct Service Hours
118	AA.	<del>V.</del> DSM	Diagnostic and Statistical Manual of Mental Disorders
119	AB.	E-Mail	Electronic Mail
200	AC.	<del>W.</del> EHR	Electronic Health <del>Record</del> <u>Records</u>
221	AD.	ePHI	Electronic Protected Health Information
222	AE.	<del>X.</del> EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
223	AF.	FIPS	Federal Information Processing Standards
224	AG.	<del>Y.</del> <del>FRC</del>	<del>Family Resource Center</del>
225	<del>Z.</del>	FSP	Full Service Partnership
226	AH.	<del>AA.</del> <del>FSW</del>	<del>Full Service Wraparound</del>
227	<del>AB.</del>	FTE	Full Time Equivalent
228	AI.	<del>AC.</del> GAAP	Generally Accepted Accounting Principles
229	AJ.	<del>AD.</del> HCA	Health Care Agency
300	AK.	<del>AE.</del> HHS	Health and Human Services
311	AL.	<del>AF.</del> HIPAA	Health Insurance Portability and Accountability Act <u>of 1996</u> ,
332		Public	
333			Law 104-191
334	AM.	<del>AG.</del> HSC	California Health and Safety Code
335	AN.	ICC	Intensive Care Coordination
336	AO.	ID	Identification
337			

<del>11</del>	AP.	IEA	Information Exchange Agreement
<del>22</del>	AQ.	IHBS	Intensive Home Based Services
<del>33</del>	AR.	<del>AH.</del> IRIS	Integrated Records Information System
<del>44</del>	AS.	ISO	Insurance Services Office
<del>55</del>	AT.	<del>AI.</del> <del>KET</del>	<del>Key Events Tracking</del>
<del>66</del>	<del>AJ.</del>	LCSW	Licensed Clinical Social Worker
<del>77</del>	AU.	<del>AK.</del> LPCC	Licensed Professional Clinical Counselor
<del>88</del>	AV.	<del>AL.</del> LPT	Licensed Psychiatric Technician
<del>99</del>	AW.	<del>AM.</del> LVN	Licensed Vocational Nurse
<del>100</del>	AX.	<del>AN.</del> MFT	Marriage and Family Therapist
<del>111</del>	AY.	<del>AO.</del> MHP	Mental Health Plan
<del>112</del>	AZ.	<del>AP.</del> MHSA	Mental Health Services Act
<del>113</del>	BA.	NIST	National Institute of Standards <del>AQ.</del> <del>MHHS</del> <del>Medical</del>
<del>114</del>	<del>Institutional Health Services</del>		
<del>115</del>	<del>and Technology</del>		
<del>116</del>	BB.	<del>AR.</del> <del>MTP</del>	<del>Master Treatment Plan</del>
<del>117</del>	<del>AS.</del>	NOA-A	Notice of Action
<del>118</del>	BC.	<del>AT.</del> NP	Nurse Practitioner
<del>119</del>	BD.	<del>AU.</del> NPI	National Provider Identifier
<del>200</del>	BE.	<del>AV.</del> NPP	Notice of Privacy Practices
<del>221</del>	BF.	<del>AW.</del> OCJS	Orange County Jail System
<del>222</del>	BG.	<del>AX.</del> OCPD	Orange County Probation Department
<del>223</del>	BH.	<del>AY.</del> OCR	Office for Civil Rights
<del>224</del>	BI.	<del>AZ.</del> OCSD	Orange County Sheriff's Department
<del>225</del>	BJ.	<del>BA.</del> OIG	Office of Inspector General
<del>226</del>	BK.	<del>BB.</del> OMB	Office of Management and Budget
<del>227</del>	BL.	<del>BC.</del> OPM	Federal Office of Personnel Management
<del>228</del>	BM.	<del>BD.</del> P&P	Policy and Procedure
<del>229</del>	BN.	<del>BE.</del> PADSS	Payment Application Data Security Standard
<del>300</del>	BO.	<del>BF.</del> <del>PAF</del>	<del>Partnership Assessment Form</del>
<del>331</del>	<del>BG.</del>	PBM	Pharmaceutical Benefits Management
<del>332</del>	BP.	<del>BH.</del> PC	State of California Penal Code
<del>333</del>	BQ.	<del>BI.</del> PCI DSS	Payment Card Industry Data Security Standard
<del>334</del>	BR.	<del>BJ.</del> PHI	Protected Health Information
<del>335</del>	BS.	PI	Personal Information
<del>336</del>	BT.	<del>BK.</del> PII	Personally Identifiable Information
<del>337</del>			



- 11 ~~BU.~~ ~~BL.~~ POC ~~\_\_\_\_\_~~ Plan of Care
- 22 ~~BV.~~ ~~BM.~~ PRA ~~\_\_\_\_\_~~ Public Record Act
- 33 ~~BW.~~ ~~BN.~~ ~~PSC~~ ~~Personal Services Coordinator~~
- 44 ~~BO.~~ QIC ~~\_\_\_\_\_~~ Quality Improvement Committee
- 55 ~~BX.~~ ~~BP.~~ ~~RCL~~ ~~Rate Classification Level~~
- 66 ~~BQ.~~ RN ~~\_\_\_\_\_~~ Registered Nurse
- 77 ~~BY.~~ SAMHSA ~~BR.~~ SAMSHA ~~\_\_\_\_\_~~ Substance Abuse and Mental Health Services Administration
- 88 Administration
- 99 ~~BZ.~~ SIR ~~\_\_\_\_\_~~ Self-Insured Retention
- 100 ~~CA.~~ ~~BS.~~ SSA ~~\_\_\_\_\_~~ Social Services Agency
- 111 ~~CB.~~ ~~BT.~~ ~~SSI~~ ~~Social Security Income~~
- 112 ~~BU.~~ TAY ~~\_\_\_\_\_~~ Transitional Age Youth
- 113 ~~CC.~~ ~~BV.~~ TBS ~~\_\_\_\_\_~~ Therapeutic Behavioral Services
- 114 ~~CD.~~ TCM ~~\_\_\_\_\_~~ Targeted Case Management
- 115 ~~CE.~~ The HITECH Act ~~\_\_\_\_\_~~ The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
- 116 ~~\_\_\_\_\_~~ Act, Public Law 111-005
- 117 ~~CF.~~ ~~BW.~~ UMDAP ~~\_\_\_\_\_~~ Universal Method of Determining Ability to Pay
- 118 ~~CG.~~ ~~BX.~~ USC ~~\_\_\_\_\_~~ United States Code
- 119 ~~BY.~~ ~~CH.~~ WIC ~~\_\_\_\_\_~~ State of California Welfare and Institutions Code
- 200 ~~BZ.~~ WRAP ~~\_\_\_\_\_~~ Wellness Recovery Action Plan
- 221 ~~CA.~~ XML ~~\_\_\_\_\_~~ Extensible Markup Language

**II. ALTERATION OF TERMS**

224 ~~A.~~ This Agreement, together with ~~Exhibit~~ Exhibits ~~A, B, and C~~ attached hereto and incorporated  
 225 herein ~~by reference~~, fully ~~expresses all~~ express the complete understanding of COUNTY and  
 226 CONTRACTOR with respect to the subject matter of this Agreement, ~~and shall constitute the total~~  
 227 ~~Agreement between the parties for these purposes. No~~;

228 ~~B.~~ Unless otherwise expressly stated in this Agreement, ~~no~~ addition to, or alteration of; the terms of  
 229 this Agreement ~~or any Exhibits~~, whether written or verbal, ~~made by the parties, their officers, employees~~  
 300 ~~or agents~~ shall be valid unless made in ~~writing and~~ the form of a written amendment to this Agreement,  
 311 which has been formally approved and executed by both parties.

**III. ASSIGNMENT OF DEBTS**

334 Unless this Agreement is followed without interruption by another Agreement between the parties  
 335 hereto for the same services and substantially the same scope, at the termination of this Agreement,  
 336 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of  
 337

persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

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**IV. COMPLIANCE**

A. ~~COMPLIANCE PROGRAM~~—ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall ~~ensure that~~ provide CONTRACTOR ~~is made aware~~ with a copy of the relevant ~~policies and procedures~~ HCA P&Ps relating to HCA’s Compliance Program, HCA’s Code of Conduct and General Compliance Trainings.

2. CONTRACTOR has the option to adhere to HCA’s Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR’s Compliance Program and Code of Conduct have been verified to include all required elements by ADMINISTRATOR’s Compliance Program Officer as described in Subparagraphs below.

3. If CONTRACTOR elects to adhere to HCA’s Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA’s Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it shall submit a copy of its Compliance Program, Code of Conduct and relevant P&Ps to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR’s Compliance Officer shall determine if CONTRACTOR Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the HCA’s Compliance Program and Code of Conduct if the CONTRACTOR’s Compliance Program and Code of Conduct do not contain all required elements.

5. Upon written confirmation from ADMINISTRATOR’s Compliance Officer that the CONTRACTOR Compliance Program and Code of Conduct contains all required elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR’s Compliance Program, Code of Conduct and related P&Ps.

6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and relevant P&Ps shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for

11 termination of this Agreement as to the non-complying party.

22 ~~2~~ B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening P&Ps and  
33 screen all Covered Individuals employed or retained to provide services related to this Agreement to  
44 ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall  
55 be conducted against the General Services Administration's Excluded Parties List System or System for  
66 Award Management, the HHS/OIG List of Excluded Individuals/Entities, and the California Medi-Cal  
77 Suspended and Ineligible Provider List and/or any other as identified by the ADMINISTRATOR.

88 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who  
99 provide health care items or services or who perform billing or coding functions on behalf of  
100 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per diem  
111 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to  
122 work more than one hundred sixty (160) hours per year; except that any such individuals shall become  
133 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the  
144 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are  
145 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related ~~policies and~~  
146 ~~procedures~~ P&Ps.

117 ~~2. An~~ ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's~~  
148 ~~Compliance Program or establish its own, provided CONTRACTOR's Compliance Program has been~~  
149 ~~verified to include all required elements by ADMINISTRATOR's Compliance Officer as described in~~  
200 ~~Subparagraphs A.4., A.5., A.6., and A.7. below.~~

221 ~~4. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy~~  
222 ~~of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty~~  
223 ~~(30) calendar days of award of this Agreement.~~

224 ~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's~~  
225 ~~Compliance Program contains all required elements. CONTRACTOR shall take necessary action to~~  
226 ~~meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's~~  
227 ~~Compliance Program if the CONTRACTOR's Compliance Program does not contain all required~~  
228 ~~elements.~~

229 ~~6. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the~~  
300 ~~CONTRACTOR's Compliance Program contains all required elements, CONTRACTOR shall ensure~~  
311 ~~that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR's~~  
332 ~~Compliance Program and related policies and procedures.~~

333 ~~7. Failure of CONTRACTOR to submit its Compliance Program and relevant policies and~~  
334 ~~procedures shall constitute a material breach of this Agreement. Failure to cure such breach within sixty~~  
335 ~~(60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for termination of~~  
336 ~~this Agreement as to the non-complying party.~~

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~~11~~ ~~B. SANCTION SCREENING~~ ~~CONTRACTOR shall screen all Covered Individuals employed or~~  
~~22~~ ~~retained to provide services related to this Agreement to ensure that they are not designated as Ineligible~~  
~~33~~ ~~Persons, as defined hereunder. Screening shall be conducted against the General Services~~  
~~44~~ ~~Administration's List of Parties Excluded from Federal Programs, the Health and Human Services/OIG~~  
~~55~~ ~~List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.~~

~~66~~ ~~1.~~ Ineligible Person shall be any individual or entity who:

~~77~~ a. is currently excluded, suspended, debarred or otherwise ineligible to participate in ~~the~~  
~~88~~ federal ~~and state~~ health care programs; or

~~99~~ b. has been convicted of a criminal offense related to the provision of health care items or  
~~100~~ services and has not been reinstated in the federal ~~and state~~ health care programs after a period of  
~~111~~ exclusion, suspension, debarment, or ineligibility.

~~112~~ ~~23.~~ CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
~~113~~ CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
~~114~~ Agreement.

~~115~~ ~~34.~~ CONTRACTOR shall screen all current Covered Individuals and subcontractors  
~~116~~ semi-annually ~~(January and July)~~ to ensure that they have not become Ineligible Persons.  
~~117~~ CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are  
~~118~~ eligible to participate in all federal and State of California health programs and have not been excluded  
~~119~~ or debarred from participation in any federal or state health care programs, and to further represent to  
~~120~~ CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

~~121~~ ~~45.~~ Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
~~122~~ debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
~~123~~ CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered  
~~124~~ Individual providing services directly relative to this Agreement becomes debarred, excluded or  
~~125~~ otherwise becomes an Ineligible Person.

~~126~~ ~~56.~~ CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal  
~~127~~ and state funded health care services by contract with COUNTY in the event that they are currently  
~~128~~ sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If  
~~129~~ CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,  
~~130~~ CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY  
~~131~~ business operations related to this Agreement.

~~132~~ ~~67.~~ CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
~~133~~ entity is currently excluded, suspended or debarred, or is identified as such after being sanction  
~~134~~ screened. Such individual or entity shall be immediately removed from participating in any activity  
~~135~~ associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or  
~~136~~ sanction (s) to CONTRACTOR for services provided by ineligible person or individual.

~~7.~~ CONTRACTOR shall promptly return any overpayments within ~~in~~ forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training and Provider Compliance Training, where appropriate, available to Covered Individuals.

1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete all Compliance Trainings when offered.

2. Such training will be made available to Covered Individuals within thirty (30) calendar days of employment or engagement.

3. Such training will be made available to each Covered Individual annually.

4. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

~~D. CODE OF CONDUCT – ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR’s employees and contract providers.~~

~~1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of ADMINISTRATOR’s Code of Conduct.~~

D. ~~2. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR’s Code of Conduct.~~

~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR’s Code of Conduct or establish its own provided CONTRACTOR’s Code of Conduct has been approved by ADMINISTRATOR’s Compliance Officer as described in Subparagraphs D.4., D.5., D.6., D.7., and D.8. below.~~

~~4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of its Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.~~

~~5. ADMINISTRATOR’s Compliance Officer shall determine if CONTRACTOR’s Code of Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR’s Code of Conduct.~~

~~6. Upon approval of CONTRACTOR’s Code of Conduct by ADMINISTRATOR, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of CONTRACTOR’s Code of Conduct.~~

~~7. If CONTRACTOR elects to adhere to ADMINISTRATOR’s Code of Conduct then CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that CONTRACTOR shall comply with ADMINISTRATOR’s Code of Conduct.~~

~~8. Failure of CONTRACTOR to timely submit the acknowledgement of ADMINISTRATOR’s Code of Conduct shall constitute a material breach of this Agreement, and failure~~

~~11 to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall  
22 constitute grounds for termination of this Agreement as to the non-complying party.~~

~~33 —E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS~~

~~44 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care  
55 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner  
66 and are consistent with federal, state and county laws and regulations. This includes compliance with  
77 federal and state health care program regulations and procedures or instructions otherwise communicated  
88 by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.~~

~~99 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims  
100 for payment or reimbursement of any kind.~~

~~111 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also  
112 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes  
113 which accurately describes the services provided and must ensure compliance with all billing and  
114 documentation requirements.~~

~~115 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in  
116 coding of claims and billing, if and when, any such problems or errors are identified.~~

~~117 # 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business  
118 days after the overpayment is verified by the ADMINISTRATOR.~~

**V. CONFIDENTIALITY**

~~221 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any  
222 audio and/or video recordings, in accordance with all applicable federal, state and county codes and  
223 regulations, as they now exist or may hereafter be amended or changed.~~

~~224 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this  
225 Agreement are clients of the Orange County Mental Health services system, and therefore it may be  
226 necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information  
227 regarding specific clients with COUNTY or other providers of related services contracting with  
228 COUNTY.~~

~~229 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written  
300 consents for the release of information from all persons served by CONTRACTOR pursuant to this  
311 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1,  
332 Part 2.6 relating to confidentiality of medical information.~~

~~333 3. In the event of a collaborative service agreement between Mental Health services providers,  
334 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,  
335 from the collaborative agency, for clients receiving services through the collaborative agreement.~~

~~336 B. Prior to providing any services pursuant to this Agreement, all ~~CONTRACTOR~~ members of the  
337~~

1 Board of Directors or its designee or authorized agent, employees, consultants, subcontractors,  
 2 volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain  
 3 the confidentiality of any and all information and records which may be obtained in the course of  
 4 providing such services. ~~The agreement~~ This Agreement shall specify that it is effective irrespective of  
 5 all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its  
 6 designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

## 8 VI. COST REPORT

9 A. CONTRACTOR shall submit ~~separate~~ a ~~Cost Reports for Period One and Period Two, or for a~~  
 10 ~~portion thereof,~~ Report to COUNTY no later than sixty (60) calendar days following ~~the period for which~~  
 11 ~~they are prepared or~~ termination of this Agreement. CONTRACTOR shall prepare the Cost Report in  
 12 accordance with all applicable federal, state and ~~county~~ COUNTY requirements, ~~generally accepted~~  
 13 ~~accounting principles~~ GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR  
 14 shall allocate direct and indirect costs to and between programs, cost centers, services, and funding  
 15 sources in accordance with such requirements and consistent with prudent business practice, which costs  
 16 and allocations shall be supported by source documentation maintained by CONTRACTOR, and  
 17 available at any time to ADMINISTRATOR upon reasonable notice. ~~In the event CONTRACTOR has~~  
 18 ~~multiple Agreements for Period One and Period Two, or for a portion thereof, for~~ mental health services  
 19 that are administered by ~~ADMINISTRATOR~~ HCA, consolidation of the individual Cost Reports into a  
 20 single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR.  
 21 CONTRACTOR shall submit a consolidated  
 22 Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR  
 23 of all individual Cost Reports to be incorporated into a consolidated Cost Report.

24 1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated  
 25 Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to  
 26 impose one or both of the following:

27 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each  
 28 business day after the above specified due date that the accurate and complete individual and/or  
 29 consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion  
 30 ~~of ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding Cost Report~~  
 31 ~~due~~ COUNTY ~~by~~ CONTRACTOR.

32 ~~//~~  
 33 of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual  
 34 and/or consolidated Cost Report due COUNTY by CONTRACTOR.

35 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
 36 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the  
 37

11 individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

12 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the  
13 individual and/or consolidated Cost Report setting forth good cause for justification of the request.  
14 Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be  
15 unreasonably denied.

16 3. In the event that CONTRACTOR does not submit an accurate and complete individual  
17 and/or consolidated Cost Report within one hundred and eighty (180) calendar days following the  
18 termination of this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement  
19 for any other services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during  
20 the term of the Agreement shall be immediately reimbursed to COUNTY.

21 B. The individual and/or consolidated Cost Report ~~prepared for each period~~ shall be the final  
22 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis  
23 for final settlement to CONTRACTOR ~~for that period~~. CONTRACTOR shall document that costs are  
24 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The  
25 individual and/or consolidated Cost Report shall be the final financial record for subsequent audits, if  
26 any.

27 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,  
28 less applicable revenues and late penalty, not to exceed ~~the applicable~~ COUNTY's Maximum Obligation  
29 ~~for each period~~ as set forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR  
30 shall not claim expenditures to COUNTY which are not reimbursable pursuant to applicable federal,  
31 state and ~~county~~ COUNTY laws, regulations and requirements. Any payment made by COUNTY to  
32 CONTRACTOR, which is subsequently determined to have been for an unreimbursable expenditure or  
33 service, shall be repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment,  
34 within thirty (30) calendar days of submission of the individual ~~and/or consolidated~~ Cost ~~Reports~~ Report  
35 or COUNTY may elect to reduce any amount owed CONTRACTOR by an amount not to exceed the  
36 reimbursement due COUNTY.

37 D. Unless approved by ADMINISTRATOR, costs that exceed the ~~state~~ State Maximum  
Allowance ~~Reimbursement Rate~~ per Medi-Cal Unit of Services, as determined by the State DHCS, shall  
be unreimbursable to CONTRACTOR.

E. In the event CONTRACTOR is authorized to retain unanticipated revenues as described in the  
Budget Paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify, in the individual  
and/or consolidated Cost Report ~~for each period~~, the services rendered with such revenues.

~~F. If the individual Cost Report for each period indicates the actual and reimbursable costs of  
services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than  
the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the  
difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of~~



~~payment, with the submission of the individual or consolidated Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after submission of the Cost Reports, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.~~

//  
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F. All Cost Reports

~~G. If the individual Cost Report for each period indicates the actual and reimbursable costs of services provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such payment does not exceed the Maximum Obligation of COUNTY for the period.~~

~~H. All Cost Reports for each period~~ shall contain the following attestation, which may be typed directly on or attached to the Cost Report:

"I HEREBY CERTIFY that I have executed the accompanying Cost Report and supporting documentation prepared by \_\_\_\_\_ for the cost report period beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my knowledge and belief, costs reimbursed through this Agreement are reasonable and allowable and directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_"

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**VII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.

11 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the  
12 prior written consent of COUNTY.

13 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to  
14 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of  
15 the composition of the Board of Directors within a two (2) month period of time, shall be deemed an  
16 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community  
17 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal  
18 Government. Any attempted assignment or delegation in derogation of this Subparagraph shall be void.

19 2. If CONTRACTOR is a for-profit organization, any change in the business structure,  
20 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
21 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
22 change in fifty percent (50%) or more of Board of Directors of CONTRACTOR at one time shall be  
23 deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in  
24 derogation of this Subparagraph shall be void.

25 3. ~~;~~ ~~provided, however,~~ If CONTRACTOR is a governmental organization, any change to  
26 another structure, including a change in more than fifty percent (50%) of the composition of its  
27 governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period  
28 of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or  
29 delegation in derogation of this Subparagraph shall be void.

30 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
31 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations  
32 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to  
33 the effective date of the assignment.

34 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
35 CONTRACTOR shall provide written notification within thirty (30) calendar days to  
36 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors of  
37 CONTRACTOR at one time.

C. CONTRACTOR's obligations undertaken ~~by CONTRACTOR~~ pursuant to this Agreement may  
be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing  
by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity  
under subcontract, and include any provisions that ADMINISTRATOR may require.

1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a  
subcontract upon five (5) calendar ~~days~~ ~~day~~ written notice to CONTRACTOR if ~~the~~ subcontract  
subsequently fails to meet the requirements of this Agreement or any provisions that  
ADMINISTRATOR has required.

2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY

11 pursuant to this Agreement.

12 ~~3. ADMINISTRATOR~~ may disallow, from payments otherwise due CONTRACTOR,  
13 amounts claimed for subcontracts not approved in accordance with this paragraph.

14 ~~4. This provision shall not be applicable to service agreements usually and customarily~~  
15 ~~entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional~~  
16 ~~services provided by consultants.~~

17 ~~B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior~~  
18 ~~written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, any change from~~  
19 ~~a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more~~  
20 ~~than fifty percent (50%) of the composition of the Board of Directors within a two (2) month period of~~  
21 ~~time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or~~  
22 ~~delegation in derogation of this paragraph shall be void.~~

23 ~~C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the~~  
24 ~~prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations, any~~  
25 ~~change in the business structure, including but not limited to, the sale or transfer of more than ten~~  
26 ~~percent (10%) of the assets or stocks of CONTRACTOR, change to another corporate structure,~~  
27 ~~including a change to a sole proprietorship, or a change in fifty percent (50%) or more of~~  
28 ~~CONTRACTOR's directors at one time shall be deemed an assignment pursuant to this paragraph. Any~~  
29 ~~attempted assignment or delegation in derogation of this paragraph shall be void.~~

30  
31 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

32 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations  
33 regarding the employment of aliens and others and to ensure that employees, subcontractors, and  
34 consultants performing work under this Agreement meet the citizenship or alien status requirement set  
35 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
36 subcontractors, and consultants performing work hereunder, all verification and other documentation of  
37 employment eligibility status required by federal or state statutes and regulations including, but not  
38 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently  
39 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all  
40 covered employees, subcontractors, and consultants for the period prescribed by the law.

41 #

42 **IX. EQUIPMENT**

43 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
44 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
45 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively  
46 Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or  
47

11 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital  
22 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and  
33 other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes,  
44 but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of  
55 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be  
66 depreciated according to ~~generally-accepted-accounting-principles~~ GAAP.

77 B. CONTRACTOR shall obtain ADMINISTRATOR’s prior written approval to purchase any  
88 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR  
99 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting  
100 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.  
111 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each  
122 purchased asset in an Equipment inventory.

133 C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to COUNTY  
144 the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in relation to  
155 Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is  
166 purchased. Title of expensed Equipment shall be vested with COUNTY.

177 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part  
188 with funds paid through this Agreement, including date of purchase, purchase price, serial number,  
199 model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and  
200 shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost,  
211 if any.

222 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical  
233 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any  
244 or all Equipment to COUNTY.

255 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure  
266 approved by ADMINISTRATOR and the Notices Paragraph of this Agreement. In addition,  
277 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of  
288 Equipment are moved from one location to another or returned to COUNTY as surplus.

299 //

300 G. Unless this Agreement is followed without interruption by another agreement between the  
311 parties for substantially the same type and scope of services, at the termination of this Agreement for any  
322 cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this  
333 Agreement.

344 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the  
355 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

366  
377

**X. FACILITIES, PAYMENTS AND SERVICES**

CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with Exhibit Exhibits A, B, and C to this Agreement. COUNTY shall compensate, and authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder.

**XI. INDEMNIFICATION AND INSURANCE**

A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board (COUNTY INDEMNITEES) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with and to maintain such insurance coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR

~~C. All B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement a policy, or policies, of insurance covering its operations as specified in the Referenced Contract Provisions of this Agreement.~~

SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the CEO/Office of Risk Management.

//  
D. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

E. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com)

2. If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

F. The policy or ~~C. All insurance~~ policies ~~except~~ of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation, <del>Employer's</del> Statutory	
Employers' Liability, <del>and</del> Insurance	\$1,000,000 per occurrence
Professional Liability Insurance or per occurrence	\$1,000,000 per claims made
Sexual Misconduct Liability	\$1,000,000 per occurrence

**G. REQUIRED COVERAGE FORMS**

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.

2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

//  
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**H. REQUIRED ENDORSEMENTS** – The Commercial General Liability policy shall contain the following ~~clauses~~ endorsements, which shall accompany the COI:

11 ~~1. "The~~ 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033  
22 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers,  
33 employees, agents as Additional Insureds.

44 2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance is  
55 ~~included as an additional insured with respect to the operations of the named insured performed under~~  
66 ~~contract with~~ primary and any insurance or self-insurance maintained by the County of Orange." shall be  
77 excess and non-contributing.

88 I ~~2. "It is agreed that any insurance maintained by the County of Orange shall apply in~~  
99 ~~excess of, and not contribute with, insurance provided by this policy."~~

100 ~~3. "This insurance shall not be canceled, limited or non-renewed until after thirty (30)~~  
111 ~~calendar days written notice has been given to Orange County HCA/Contract Development and~~  
112 ~~Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701 4637."~~

113 ~~D. Certificates of insurance and endorsements evidencing the above coverages and clauses shall be~~  
114 ~~mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.~~

115 #  
116 #

117 E. All insurance policies required by this ~~contract~~ Agreement shall waive all rights of subrogation  
118 against the County of Orange and members of the Board of Supervisors, its elected and appointed  
119 officials, officers, agents and employees when acting within the scope of their appointment or  
200 employment.

221 J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
222 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its  
223 elected and appointed officials, officers, agents and employees.

224 K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar day  
225 notice in the event of cancellation and ten (10) calendar day notice for non-payment of premium. This  
226 shall be evidenced by policy provisions or an endorsement separate from the COI.

227 L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR  
228 shall agree to maintain professional liability coverage for two years following completion of Agreement.

229 M. The Commercial General Liability policy shall contain a severability of interests clause also  
300 known as a "separation of insured" clause (standard in the ISO CG 0001 policy).

331 N. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
332 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or  
333 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately  
334 protect COUNTY.

335 O. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
336 CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY

337

1 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement  
2 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal  
3 remedies.

4 P. The procuring of such required policy or policies of insurance shall not be construed to limit  
5 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of  
6 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

7 Q. SUBMISSION OF INSURANCE DOCUMENTS

8 1. The COI and endorsements shall be provided to COUNTY as follows:

9 a. Prior to the start date of this Agreement.

10 b. No later than the expiration date for each policy.

11 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
12 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

13 2. ~~F. Unless waived by ADMINISTRATOR, the policy or policies of insurance must be~~  
14 ~~issued by an insurer licensed to do business in the state of California (California Admitted Carrier).~~

15 The COI and endorsements shall be provided to the COUNTY at the address as referenced in the  
16 Referenced Contract Provisions of this Agreement.

17 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance  
18 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have  
19 sole discretion to impose one or both of the following:

20 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR  
21 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the  
22 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are  
23 submitted to ADMINISTRATOR.

24 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late  
25 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and  
26 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance  
27 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

28 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from  
29 CONTRACTOR's monthly invoice.

30 4. In no cases shall assurances CONTRACTOR, its employees, agents, including any  
31 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid  
32 COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

33  
34 **XII. INSPECTIONS AND AUDITS**

35 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative  
36 of the State of California, the Secretary of the United States Department of ~~Health and Human~~



11 ~~Services~~ HHS, the Comptroller General of the United States, or any other of their authorized  
 22 representatives, shall have access to any books, documents, and records, including but not limited to,  
 33 financial statements, general ledgers, relevant accounting systems, medical and client records, of  
 44 CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding to a  
 55 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts  
 66 during the periods of retention set forth in the Records Management and Maintenance Paragraph of this  
 77 Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the services  
 88 provided pursuant to this Agreement, and the premises in which they are provided.

99 B. CONTRACTOR shall actively participate and cooperate with any person specified in  
 100 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this  
 111 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such  
 122 evaluation or monitoring.

133 //

#### 144 C. AUDIT RESPONSE

145 1. Following an audit report, in the event of non-compliance with applicable laws and  
 146 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement  
 147 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement  
 148 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in  
 149 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

200 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement  
 221 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said  
 222 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of  
 223 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement  
 224 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies  
 225 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the  
 226 reimbursement due COUNTY.

227 D. CONTRACTOR shall ~~employ~~ retain a licensed certified public accountant, who will prepare and  
 228 file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures  
 229 as may be required during the term of this Agreement.

300 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within  
 311 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,  
 332 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the  
 333 cost of such operation or audit is reimbursed in whole or in part through this Agreement.

### 335 XIII. LICENSES AND LAWS

336 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout  
 337

11 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,  
 22 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and  
 33 required by the laws ~~and~~, regulations and requirements of the United States, the State of California,  
 44 COUNTY, and any all other applicable governmental agencies. CONTRACTOR shall notify  
 55 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the  
 66 pendency of ~~an appeal~~ any hearings or appeals, permits, licenses, approvals, certificates, accreditations,  
 77 waivers and exemptions. Said inability shall be cause for termination of this Agreement.

88 ~~— B. The parties shall comply with all laws, rules or regulations applicable to the services provided~~  
 99 ~~hereunder, as any may now exist or be hereafter amended or changed, except those provisions or~~  
 100 ~~application of those provisions waived by the Secretary of the Department of Health and Human~~  
 111 ~~Services. These laws, regulations, and requirements shall include, but not be limited to:~~

112 B — 1. ~~WIC, Divisions 5, 6 and 9.~~

113 — 2. ~~HSC, §§1250 et seq.~~

114 — 3. ~~PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.~~

115 — 4. ~~CCR, Title 9, Title 17, and Title 22.~~

116 — 5. ~~CFR, Title 42 and Title 45.~~

117 — 6. ~~USC Title 42.~~

118 — 7. ~~Federal Social Security Act, Title XVIII and Title XIX.~~

119 — 8. ~~42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.~~

120 — 9. ~~42 USC, §114 and §§1857, et seq., the Clean Air Act.~~

121 — 10. ~~33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.~~

122 — 11. ~~31 USC 7501.70, Federal single Audit Act of 1984.~~

123 — 12. ~~Policies and procedures set forth in MHP Letters.~~

124 — 13. ~~Policies and procedures set forth in DHCS Letters.~~

125 — 14. ~~HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.~~

126 — 15. ~~OMB Circulars A-87, A-89, A-110, A122.~~

127 — 16. ~~Federal Medicare Cost reimbursement principles and cost reporting standards.~~

128 — 17. ~~Orange County Medi-Cal Mental Health Managed Care Plan.~~

129 — 18. ~~Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case~~  
 330 ~~Management.~~

331 #

332 ~~— C. CONTRACTOR shall at all times be capable and authorized by the State of California to~~  
 333 ~~provide treatment and bill for services provided to Medi-Cal eligible clients while working under the~~  
 334 ~~terms of this Agreement and shall make every reasonable effort to obtain appropriate licenses and/or~~  
 335 ~~waivers to provide Medi-Cal billable treatment services at school or other sites requested by~~  
 336 ~~ADMINISTRATOR.~~

11 —D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

22 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days  
33 of the award of this Agreement:

44 a. In the case of an individual contractor, his/her name, date of birth, social security  
55 number, and residence address;

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88 b. In the case of a contractor doing business in a form other than as an individual, the  
99 name, date of birth, social security number, and residence address of each individual who owns an  
100 interest of ten percent (10%) or more in the contracting entity;

111 c. A certification that CONTRACTOR has fully complied with all applicable federal and  
112 state reporting requirements regarding its employees;

113 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage  
114 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

115 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by  
116 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting  
117 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings  
118 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and  
119 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute  
200 grounds for termination of this Agreement.

221 3. It is expressly understood that this data will be transmitted to governmental agencies  
222 charged with the establishment and enforcement of child support orders, or as permitted by federal  
223 and/or state statute.

224 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and  
225 requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and  
226 requirements shall include, but not be limited to, the following:

- 227 1. ARRA of 2009.
- 228 2. Title 22, CCR, §51009.
- 229 3. California Welfare and Institutions Code, §14100.2.
- 300 4. WIC, Divisions 5, 6 and 9.
- 311 5. State of HSC, §§1250 et seq.
- 332 6. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.
- 333 7. CCR, Title 9, Title 17, and Title 22.
- 334 8. CFR, Title 42 and Title 45.
- 335 9. USC Title 42.
- 336 10. Federal Social Security Act, Title XVIII and Title XIX.

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- 11. 42 USC, Chapter 126, 12101, et seq., the Americans with Disabilities Act of 1990.
- 12. 42 USC, §114 and §§1857, et seq., the Clean Air Act.
- 13. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 14. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 15. P&Ps set forth in Mental Health Services Act.
- 16. P&Ps set forth in DHCS Letters.
- 17. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 18. OMB Circulars A-87, A-89, A-110, A-122.
- 19. D/MC Certification Standards for Substance Abuse Clinics, July 2004.
- 20. D/MC Billing Manual (March 23, 2010).
- 21. Federal Medicare Cost reimbursement principles and cost reporting standards.
- 22. Orange County Medi-Cal Mental Health Managed Care Plan.
- 23. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and TCM.

D. CONTRACTOR shall at all times be capable and authorized by the State of California to provide treatment and bill for services provided to Medi-Cal eligible clients while working under the terms of this Agreement.

E. CONTRACTOR shall make every reasonable effort to obtain appropriate licenses and/or waivers to provide Medi-Cal billable treatment services at school or other sites requested by ADMINISTRATOR.

**XIV. LITERATURE AND ADVERTISEMENTS, AND SOCIAL MEDIA**

A. Any written information or literature, including educational or promotional materials, distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related to this Agreement must be approved at least thirty (30) days in advance and in writing by ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet. ~~Such information shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.~~

B. Any advertisement through radio, television broadcast, or the Internet, for educational or promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media P&Ps and have them available to ADMINISTRATOR upon reasonable

notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use P&Ps as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

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**XV. MAXIMUM OBLIGATION**

A. The ~~Total~~ Maximum Obligation of COUNTY for services provided in accordance with this Agreement ~~and the separate Maximum Obligations for Period One and Period Two are~~ as specified in the Referenced Contract Provisions of this Agreement.

B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten percent (10%) of funding for this Agreement.

**XVI. NONDISCRIMINATION**

**A. EMPLOYMENT**

1. During the ~~performance~~ term of this Agreement, CONTRACTOR and its Covered Individuals shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

~~CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for employment are free from discrimination~~ Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship.

3. ~~There shall be posted~~ CONTRACTOR shall not discriminate between employees with

1 spouses and employees with domestic partners, or discriminate between domestic partners and spouses  
2 of those employees, in the provision of benefits.

3 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for  
4 employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity  
5 Commission setting forth the provisions of the Equal Opportunity clause.

6 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR  
7 and/or subcontractor shall state that all qualified applicants will receive consideration for employment  
8 without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,  
9 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.  
10 Such requirement requirements shall be deemed fulfilled by use of the phrase "an equal opportunity  
11 employer." term EOE.

12 6. Each labor union or representative of workers with which CONTRACTOR and/or  
13 subcontractor has a collective bargaining agreement or other contract or understanding must post a  
14 notice advising the labor union or workers' representative of the commitments under this  
15 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to  
16 employees and applicants for employment.

17 //

18 B. SERVICES, BENEFITS, AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
19 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
20 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,  
21 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability  
22 in accordance with Title IX of the Education Amendments of 1972; as they relate to 20 USC §1681 -  
23 §1688; Title VI of the Civil Rights Act of 1964  
24 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); CCR, and Title 9, Division 4,  
25 Chapter 6, Article 1 (§10800, et seq-), of the CCR,) as applicable, and all other pertinent rules and  
26 regulations  
27 promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now  
28 exist or be hereafter amended or changed.

29 1. For the purpose of this Subparagraph B., Nondiscrimination Paragraph, Discrimination  
30 includes, but is not limited to the following based on one or more of the factors identified above:

- 31 a1. Denying a client or potential client any service, benefit, or accommodation.
- 32 b2. Providing any service or benefit to a client which is different or is provided in a  
33 different manner or at a different time from that provided to other clients.
- 34 c3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed  
35 by others receiving any service or benefit.
- 36 d4. Treating a client differently from others in satisfying any admission requirement or  
37

1 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
2 any service or benefit.

3 ~~e~~5. Assignment of times or places for the provision of services.

4 C. COMPLAINT PROCESS ~~2. Complaint Process~~ – CONTRACTOR shall

5 establish procedures for advising all clients through a written statement that  
6 ~~CONTRACTOR's~~ CONTRACTOR and/or subcontractor's clients may file all complaints alleging  
7 discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR,  
8 or ~~the~~ COUNTY's Patient's Rights Office. ~~CONTRACTOR's statement shall advise clients of the~~  
9 ~~following:~~

10 ~~a~~1. Whenever possible, problems shall be resolved informally and at the point of service.  
11 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to  
12 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with  
13 CONTRACTOR either orally or in writing.

14 ~~1)a~~1. COUNTY shall establish a formal resolution and grievance process in the event  
15 informal processes do not yield a resolution.

16 ~~2)b~~2. Throughout the problem resolution and grievance process, client rights shall be  
17 maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be  
18 informed of their right to access the Patients' Rights Office at any time.

19 ~~b. In those cases where the client's complaint is filed initially with the Patients' Rights~~  
20 ~~Office, the Patients' Rights Office may proceed to investigate the client's complaint.~~

21 ~~e~~2. Within the time limits procedurally imposed, the complainant shall be notified  
22 in writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may  
23 file an appeal ~~with the Patients' Rights Office.~~

24 D. PERSONS WITH DISABILITIES – CONTRACTOR ~~agrees~~ and/or subcontractor agree to  
25 comply with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq.,  
26 as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC  
27 12101, et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons  
28 with disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1  
29 et seq., as they exist now or may be hereafter amended together with succeeding legislation.

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31 ~~D~~ E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents  
32 shall intimidate, coerce or take adverse action against any person for the purpose of interfering with  
33 rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or  
34 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to  
35 enforce rights secured by federal or state law.

36 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state  
37

11 law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR  
22 or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.

33  
44 **XVII. NOTICES**

55 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
66 authorized or required by this Agreement shall be effective:

77 1. When written and deposited in the United States mail, first class postage prepaid and  
88 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed  
99 by ADMINISTRATOR;

100 2. When faxed, transmission confirmed;

111 3. When sent by Email; or

112 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
113 Service, or other expedited delivery service.

114 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of  
115 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,  
116 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United  
117 Parcel Service, or other expedited delivery service.

118 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of  
119 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such  
120 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or  
121 damage to any COUNTY property in possession of CONTRACTOR.

122 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by  
123 ADMINISTRATOR.

124 ~~E. In the event of a death, notification shall be made in accordance with the Notification of Death~~  
125 ~~Paragraph of this Agreement.~~

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131 **XVIII. NOTIFICATION OF DEATH**

132 ~~A. NON-TERMINAL ILLNESS~~ **NOTIFICATION OF DEATH**

133 A. Upon becoming aware of the death of any person served pursuant to this Agreement,  
134 CONTRACTOR shall immediately notify ADMINISTRATOR.

135 B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain  
136 the name of the deceased, the date and time of death, the nature and circumstances of the death, and the



11 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

12 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by  
13 telephone immediately upon becoming aware of the death due to non-terminal illness of any person  
14 served hereunder pursuant to this Agreement; provided, however, weekends and holidays shall not be  
15 included for purposes of computing the time within which to give telephone notice and, notwithstanding  
16 the time limit herein specified, notice need only be given during normal business hours.

17 2. ~~In addition,~~ WRITTEN NOTIFICATION

18 a. NON-TERMINAL ILLNESS – CONTRACTOR shall, ~~within sixteen (16) hours after~~  
19 ~~such death,~~ hand deliver ~~or,~~ fax, ~~a written Notification of Non Terminal Illness Death~~ and/or send via  
20 encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware  
21 of the death due to non-terminal illness of any person served pursuant to this Agreement.

22 b. TERMINAL ILLNESS – ~~3. The telephone report and written~~  
23 ~~Notification of Non Terminal Illness Death shall contain the name of the deceased, the date and time of~~  
24 ~~death, the nature and circumstances of the death, and the name(s) of CONTRACTOR's officers or~~  
25 ~~employees with knowledge of the incident.~~

26 ~~B. TERMINAL ILLNESS DEATH~~

27 ~~1. CONTRACTOR shall notify ADMINISTRATOR by written report faxed, hand delivered,~~  
28 ~~faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within forty-eight (48) hours~~  
29 ~~of becoming aware of the death due to terminal illness of any person served hereunder. The Notification~~  
30 ~~of Terminal Illness Death shall contain the name of the deceased, the date and time of death, the nature~~  
31 ~~and circumstances of the death, and the name(s) of CONTRACTOR's officers or employees with~~  
32 ~~knowledge of the incident pursuant to this Agreement.~~

33 ~~2. C. If there are any questions regarding the cause of death of any person served~~  
34 ~~hereunder pursuant to this Agreement who was diagnosed with a terminal illness, or if there are any~~  
35 ~~unusual circumstances related to the death, CONTRACTOR shall immediately notify~~  
36 ~~ADMINISTRATOR in accordance with Subparagraph A. above this Notification of Death Paragraph.~~

37 ~~XIX. Notification of Public Events and Meetings~~ NOTIFICATION OF PUBLIC EVENTS AND  
MEETINGS

38 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in  
39 whole or part by the COUNTY, except for those events or meetings that are intended solely to serve  
40 clients or occur in the normal course of business.

41 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance  
42 of any applicable public event or meeting. The notification must include the date, time, duration,  
43 location and purpose of public event or meeting. Any promotional materials or event related flyers must  
44 be approved by ADMINISTRATOR prior to distribution.

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**XX. RECORDS MANAGEMENT AND MAINTENANCE**

A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of this Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements, ~~which include, but are not limited to:~~

- ~~1. CCR Title 22, §§70751(e), 71551(e), 73543(a), 74731(a), 75055(a), 75343(a), and 77143(a).~~
- ~~2. HSC §123145.~~
- ~~3. Title 45 CFR, §164.501; §164.524; §164.526; §164.530(c) and (j).~~

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B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state regulations and/or COUNTY policies.

C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and implement written record management procedures.

D. CONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

E. CONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.

F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or for a covered entity that is:

- 1. The medical records and billing records about individuals maintained by or for a covered health care provider;
- 2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

11 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

12 G. CONTRACTOR may retain participant, client, and/or patient documentation electronically in  
13 accordance with the terms of this Agreement and common business practices. If documentation is  
14 retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

15 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or  
16 site visit.

17 2. Provide auditor or other authorized individuals access to documents via a computer  
18 terminal.

19 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
20 requested.

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23 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
24 security of PII and/or PHI. CONTRACTOR shall, ~~notify COUNTY immediately by telephone call plus~~  
25 ~~email or fax upon the discovery of a breach~~ Breach ~~of privacy-unsecured PHI and/or security of PII~~  
26 ~~and/or PHI by CONTRACTOR, notify ADMINISTRATOR of such breach by telephone and email or~~  
27 ~~faesimile.~~

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30 I. CONTRACTOR may be required to pay any costs associated with a ~~breach~~ Breach of privacy  
31 and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR  
32 shall pay any and all such costs arising out of a ~~breach~~ Breach of privacy and/or security of PII and/or  
33 PHI.

34 J. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7)  
35 years following discharge of the participant, client and/or patient, with the exception of non-emancipated  
36 minors for whom records must be kept for at least one (1) year after such minors have reached the age of  
37 eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

38 K. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the  
39 commencement of the contract, unless a longer period is required due to legal proceedings such as  
40 litigations and/or settlement of claims.

41 L. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,  
42 billings, and revenues available at one (1) location within the limits of the County of Orange.

43 M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR  
44 may provide written approval to CONTRACTOR to maintain records in a single location, identified by  
45 CONTRACTOR.

46 N. CONTRACTOR may be required to retain all records involving litigation proceedings and  
47

11 settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

12 O. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out  
13 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR  
14 all information that is requested by the PRA request.

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16 **XXI. RESEARCH AND PUBLICATION REVENUE**

17 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a  
18 result of this Agreement for the purpose of personal publication.

19  
20 **XXII. REVENUE**

21 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to  
22 clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal  
23 Services or other third party health plans, are provided pursuant to this Agreement, their estates and  
24 responsible relatives, according to their ability to pay as determined by the State Department of Mental  
25 Health's DHCS UMDAP procedure or by other payment procedure as approved in advance, and in  
26 writing by ADMINISTRATOR; and in accordance with Title 9 of the CCR. Such fee shall not exceed  
27 the actual cost of services provided. No client shall be denied services because of an inability to pay.

28 //  
29 B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all  
30 available third-party reimbursement for which persons served hereunder pursuant to this Agreement may  
31 be eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and  
32 customary charges.

33 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately  
34 ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically provide  
35 for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR  
36 shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which  
37 are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be  
uncollectible.

38 D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by  
39 persons other than individuals or groups eligible for services pursuant to this Agreement.

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41 **XXIII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

42 A. In accordance with the United States Immigration Reform and Control Act of 1986,  
43 CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this  
44 Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the  
45 United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any  
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11 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the  
12 identity of their employees and their eligibility for employment in the United States.

13 B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and  
14 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
15 federal or California Minimum Wage to all its employees that directly or indirectly provide services  
16 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that  
17 all its contractors or other persons providing services pursuant to this Agreement on behalf of  
18 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum  
19 Wage.

20 C. CONTRACTOR shall comply and verify that its contractors comply with all other federal and  
21 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards  
22 pursuant to providing services pursuant to this Agreement.

23 D. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,  
24 where applicable, shall comply with the prevailing wage and related requirements, as provided for in  
25 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the  
26 State of California (§§1770, et seq.), as it exists or may hereafter be amended.

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30 **XXIV. SEVERABILITY**

31 If a court of competent jurisdiction declares any provision of this Agreement or application thereof  
32 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any  
33 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or  
34 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain  
35 in full force and effect, and to that extent the provisions of this Agreement are severable.

36 **XXV. SPECIAL PROVISIONS**

37 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following  
38 purposes:

- 39 1. Making cash payments to intended recipients of services through this Agreement.
- 40 2. Lobbying any governmental agency or official ~~or making political contributions.~~

41 CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to  
42 Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal  
43 contracting and financial transactions).

- 44 3. ~~Supplanting current funding for existing services.~~
- 45 ~~4. Fundraising.~~

54. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors.

65. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or services.

76. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

87. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule may be found at [www.opm.gov](http://www.opm.gov).

98. Severance pay for separating employees.

109. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

10. Supplanting current funding for existing services.

B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR shall not use the funds provided by means of this Agreement for the following purposes:

1. Funding travel or training (excluding mileage or parking).

2. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.

3. Payment for grant writing, consultants, certified public accounting, or legal services.

4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.

6. Providing inpatient hospital services or purchasing major medical equipment.

7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).

8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's clients.

~~5. Funding travel or training (excluding mileage or parking).~~

~~6. Making phone calls outside of the local area unless documented to be directly for the purpose of client care.~~

~~7. Payment for grant writing, consultants, certified public accounting, or legal services.~~

~~8. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.~~

**XXVI. STATUS OF CONTRACTOR**

CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY COUNTY's employees and shall not be considered in any manner to be COUNTY COUNTY's employees.

**XXVII. TERM**

A. The term of this Agreement shall commence ~~and~~ as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

B. Any administrative duty or obligation to be performed pursuant to this Agreement on a weekend or holiday may be performed on the next regular business day.

~~**XXVI. TERMINATION**~~

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**XXVIII. TERMINATION**

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given the other party.

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar ~~days~~ day written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR’s sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence of any of the following events:

- 1. The loss by CONTRACTOR of legal capacity.
- 2. Cessation of services.
- 3. The delegation or assignment of CONTRACTOR’s services, operation or administration to another entity without the prior written consent of COUNTY.
- 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.
- 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Agreement.
- 6. The continued incapacity of any physician or licensed person to perform duties required pursuant to this Agreement.
- 7. Unethical conduct or malpractice by any physician or licensed person providing services pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Agreement.

**D. CONTINGENT FUNDING**

1. Any obligation of COUNTY under this Agreement is contingent upon the following:

- a. The continued availability of federal, state and county funds for reimbursement of COUNTY’s expenditures, and
- b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar ~~days~~ day written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.



11 E. In the event this Agreement is suspended or terminated prior to the completion of the term as  
12 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole  
13 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced  
14 term of the Agreement.

15 #

16 F. In the event this Agreement is terminated by either party, ~~after receiving a Notice of~~ pursuant to  
17 Subparagraphs B., C. or D. above, ~~Termination~~ CONTRACTOR shall do the following:

18 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which  
19 is consistent with recognized standards of quality care and prudent business practice.

20 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract  
21 performance during the remaining contract term.

22 ~~3. Until the date of termination, continue to provide the same level of service required~~  
23 ~~by this Agreement.~~

24 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,  
25 upon request, all client information and records deemed necessary by ADMINISTRATOR to ~~effect~~ affect  
26 an orderly transfer.

27 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with  
28 client's best interests.

29 6. If records are to be transferred to COUNTY, pack and label such records in accordance with  
30 directions provided by ADMINISTRATOR.

31 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and  
32 supplies purchased with funds provided by COUNTY.

33 8. To the extent services are terminated, cancel outstanding commitments covering the  
34 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding  
35 commitments which relate to personal services. With respect to these canceled commitments,  
36 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims  
37 arising out of such cancellation of commitment which shall be subject to written approval of  
ADMINISTRATOR.

38 9. Provide written notice of termination of services to each client being served under this  
39 Agreement, within fifteen (15) calendar days of receipt of ~~Termination Notice by~~  
40 ~~ADMINISTRATOR.~~ termination notice. A copy of the notice of termination of services ~~to each client~~  
41 must also be provided to ADMINISTRATOR within the fifteen (15) calendar day period.

42 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be  
43 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

44 **XXIX. ~~THIRD PARTY BENEFICIARY~~ THIRD PARTY BENEFICIARY**

Neither party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any clients provided services hereunder pursuant to this Agreement.

**XXX. WAIVER OF DEFAULT OR BREACH**

**~~XXVII. WAIVER OF DEFAULT OR BREACH~~**

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.

11 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State  
22 of California.

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55 SOUTH COAST CHILDREN'S SOCIETY, INC.  
66 DBA SOUTH COAST COMMUNITY SERVICES

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99 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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111 TITLE: \_\_\_\_\_

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114 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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200 COUNTY OF ORANGE

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223 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

224 HEALTH CARE AGENCY

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229 APPROVED AS TO FORM  
300 OFFICE OF THE COUNTY COUNSEL  
311 ORANGE COUNTY, CALIFORNIA

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334 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

EXHIBIT A  
 TO AGREEMENT FOR PROVISION OF  
 MENTAL HEALTH OUTPATIENT SERVICES FOR CHILDREN AND YOUTH  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 SOUTH COAST CHILDREN'S SOCIETY, INC.  
 DBA SOUTH COAST COMMUNITY SERVICES  
 JULY 1, 2012~~2014~~ THROUGH JUNE 30, 2014~~2015~~

**I. COMMON TERMS AND DEFINITIONS**

~~— The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout the Agreement.~~

A. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

1. Active and Ongoing Case Load means documentation, by CONTRACTOR, for completion of entry and evaluation services provided to ~~elients~~Clients into COUNTY's IRIS. Documentation also includes level, frequency, and duration of services received by ~~elients~~Clients, and these services must be consistent with ~~elients'~~Clients' level of impairments as well as treatment goals. In addition, services are to be individualized and solution-focused, using evidenced-based practices.

2. Administrative Support means individual(s) who is/are responsible for providing a broad range of office support to program and management staff that includes: answering and directing phone calls, writing correspondences, entering data in spreadsheets, preparing invoices for payment, maintaining tracking reports and files, and working on special projects, as assigned.

3. Admission means documentation, by CONTRACTOR, for completion of entry and evaluation services provided to ~~elients~~Clients into IRIS.

4. Care Coordinator means an individual with a Bachelor's degree in human services or related field who will be responsible for developing and leading the Family Team and guiding the evolution of a POC for a ~~elient~~Client.

5. Client means any individual, referred or enrolled, for services under the Agreement who is living with mental, emotional, or behavioral disorders.

~~— F. Clinical Director means an individual who is responsible for the day-to-day clinical services of the program, meets the minimum requirements set forth in Title 9, CCR, and has at least two (2) years of full-time professional experience working with children and/or TAY in a mental health setting.~~

6. Crisis Intervention means a service, lasting less than twenty-four (24) hours that is provided to or on the behalf of a ~~elient~~Client for a condition that requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to: assessment, individual therapy, collateral therapy, family therapy, case management, and psychiatric evaluation.

11 ~~H~~ 7. Data Collection System means software used for the collection, tracking, and reporting of  
22 outcomes data for ~~clients~~Clients enrolled in the FSP programs.

~~33~~ ~~1. 3 M's means the Quarterly Assessment Form being completed for each client every three~~  
44 ~~months in the approved data collection system.~~

~~55~~ ~~2. Data Certification means reviewing outcome data mandated by the State and COUNTY for~~  
66 ~~accuracy and signing a Certification of Accuracy of Data form indicating that the data is accurate.~~

~~77~~ ~~—~~  
88 ~~8~~ ~~3. KET means the tracking of a client's service movement or changes in the approved~~  
99 ~~data collection system. A KET must be completed and entered accurately each time the~~  
100 ~~CONTRACTOR is reporting a change from previous client status in certain categories. These~~  
111 ~~categories include: residential status, employment status, education and benefits establishment.~~

~~112~~ ~~4. PAF means the baseline assessment for each client that must be completed and entered into~~  
113 ~~the data collection system within thirty (30) days of the Partnership date.~~

~~114~~ ~~I. Diagnosis means identifying the nature of a client's disorder. When formulating the diagnosis~~  
115 ~~of client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most current~~  
116 ~~edition of the Diagnostic and DSM published by the American Psychiatric Association. DSM diagnoses~~  
117 ~~will be recorded on all IRIS documents, as appropriate.~~

~~118~~ ~~J. DSH means the time, measured in hours and portions of hours, that a clinician spends providing~~  
119 ~~services to clients~~Clients or significant others on behalf of ~~clients~~Clients. DSH credit, both billable and  
200 non-billable minutes, is obtained by providing mental health, case management, medication support, and  
221 crisis intervention services to ~~clients~~Clients open in IRIS.

~~222~~ ~~9~~ ~~K. Education Coordinator means an individual who is responsible for providing assistance~~  
223 ~~and support with educational and vocational services as well as developing resources for those clients~~  
224 ~~that wish to further their education or training.~~

~~225~~ ~~L. Employment Coordinator means an individual who provides pre-employment training, job~~  
226 ~~orientation, and site training to clients. This individual is also responsible for assisting clients with job~~  
227 ~~application procedures; teaching social, grooming and dress for success personal hygiene skills to~~  
228 ~~clients; and coaching clients on how to maintain employment. In addition, the Employment Coordinator~~  
209 ~~may provide on-the-job mentoring and will work closely with the hiring companies and clients.~~

~~300~~ ~~M. Engagement means the process where a trusting relationship between CONTRACTOR's staff~~  
311 ~~and client is developed over a short period of time, so CONTRACTOR and client can develop a plan to~~  
332 ~~link the client to appropriate services within the community. Engagement of the client is the objective~~  
333 ~~of a successful outreach.~~

~~334~~ ~~N. Face-to-Face Contact means, as it pertains to a FSP, a direct encounter between~~  
335 ~~CONTRACTOR's staff and client~~Client(s)/parent(s)/guardian(s). This does not include contact by  
336 ~~phone, email, etc. For the purpose of completing an Encounter Document, Face-to-Face Contact means~~  
337 ~~a direct encounter between staff and client~~Client(s), regardless if another individual(s) is/are present or

11 not.

22 #

33 ~~10. Family Resource Center Services means Mental Health Services provided to clients~~  
 44 ~~that are actively enrolled at the COUNTY's SSA's FRC. FRC is a consortium of agencies providing~~  
 55 ~~human services in a single site and under the auspices of SSA.~~

66 —P. Family Team means a group formed to meet the needs of a FSP eligible ~~client~~ Client through  
 77 whatever means possible, and this team includes a program staff, the eligible ~~client~~ Client, the  
 88 ~~client's~~ Client's family members, and other support individual(s) the family agrees to include on the  
 99 team.

100 Q 11. FSP means a program model described in COUNTY's MHSA plan that has been approved  
 111 by the State. The MHSA plan describes how COUNTY will utilize MHSA funds to develop and  
 122 implement treatment plans for mental health ~~clients~~ Clients through FSPs. A FSP is an evidence-based  
 133 and strength-based model with the focus on the individual rather than the disease.

144 —R. ~~FSW means the specific program model described in COUNTY's MHSA plan. The FSW~~  
 145 ~~program provides culturally competent in-home, intensive, mental health care coordination services that~~  
 146 ~~will address family needs across all life domains of the client.~~

147 —S 12. Group Home is a facility for housing youth and is licensed by Community Care  
 148 Licensing under the provisions of CCR, Title 22, Division 6, et seq.

149 T 13. Head of Service means an individual ultimately responsible for overseeing the program and  
 200 is required to be licensed as a mental health professional.

221 U. ~~Housing Coordinator means an individual who is responsible for assisting clients with housing~~  
 222 ~~solutions. This individual is also responsible for outreach and networking within the community to~~  
 223 ~~maintain an up-to-date record of available housing resources. In addition, the coordinator will work~~  
 224 ~~with the Family Team to assess the needs of clients.~~

225 —V 14. Individual Services and Support Funds (Flexible Funds) means funds used to provide  
 226 ~~clients~~ Clients and/or their families with immediate assistance, as deemed necessary, for the treatment of  
 227 their mental illness and improve their overall quality of life. Flexible Funds are generally categorized as  
 228 housing, ~~client~~ Client transportation, food, clothing, medical, and miscellaneous expenditures that are  
 229 individualized and appropriate to support ~~clients'~~ Clients' mental health treatment activities.

300 W 15. Intake means the initial meeting between a ~~client~~ Client and CONTRACTOR's staff, and  
 311 includes an evaluation of the ~~client~~ Client to determine if the ~~client~~ Client meets program criteria and is  
 332 willing to seek services.

333 X 16. IRIS means the COUNTY's database system that collects ~~clients'~~ Clients' information such  
 344 as registration, scheduled appointments, laboratory information system, invoice and reporting  
 355 capabilities, compliance with regulatory requirements, electronic medical records, and other relevant  
 366 applications.

377 Y 17. LCSW means a licensed individual, pursuant to the provisions of Chapter 14 of the

California Business and Professions Code, who can provide clinical services to ~~clients~~ Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

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~~Z~~ 18. Licensed MFT means a licensed individual, pursuant to the provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical services to ~~clients~~ Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

~~AA~~ 19. LPCC means a licensed individual, pursuant to the provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of Chapter 16 of the California Business and Professions Code, who can provide clinical service to ~~clients~~ Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

~~AB~~ 20. LPT means a licensed individual, pursuant to the provisions of Chapter 10 of the California Business and Professions Code, who can provide clinical services to ~~clients~~ Clients. ~~The license must be current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.~~

~~AC. Licensed Psychologist~~ means a licensed individual, pursuant to the provisions of Chapter 6.6 of the California Business and Professions Code, who can provide clinical services to ~~clients~~. The license must be current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

21. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter 6.6 of the California Business and Professions Code, who can provide clinical services to Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

~~AD~~ 22. LVN means a licensed individual, pursuant to the provisions of Chapter 6.5 of the California Business and Professions Code, who can provide clinical services to ~~clients~~ Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

~~AE~~ 23. Medical Necessity means diagnosis, impairment, and intervention related criteria as defined in the COUNTY's MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental Health Services.

~~AF. Medication Services~~ means ~~face to face or telephone services provided by a licensed physician, registered nurse, or other qualified medical staff. This service includes evaluation and documentation of the clinical justification for use of the medication, dosage, side effects, compliance, and response of the~~



11 ~~client to medication.~~

22 ~~—AG. Mental Health Rehabilitation Specialist means an individual with a Bachelor's Degree who has~~  
 33 ~~four years of experience in a mental health services setting as a specialist in the fields of physical~~  
 44 ~~restoration, social adjustment, and/or vocational adjustment.~~

55 ~~—AH 24. Mental Health Services means an individual or a group therapy and intervention being~~  
 66 ~~provided to ~~clients~~ Clients that is designed to reduce mental disability and restores or improves daily~~  
 77 ~~functioning. These Mental Health Services must be consistent with goals of learning and development,~~  
 88 ~~as well as independent living and enhanced self-sufficiency. In addition, these services cannot be~~  
 99 ~~provided as a component of adult residential services, crisis residential treatment services, crisis~~  
 100 ~~intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may~~  
 111 ~~include, but are not limited to: assessment, plan development, rehabilitation, and collateral. Also,~~  
 112 ~~Mental Health Services may be either Face-to-Face Contact, or by telephone with ~~clients~~ Clients or~~  
 113 ~~significant support individuals, and services may be provided anywhere in the community.~~

114 1. a. Assessment means a service activity, which may include a clinical analysis of the  
 115 history and current status of a ~~client's~~ Client's mental, emotional, behavioral disorder, and relevant  
 116 cultural issues. The Assessment also needs to include history of services being provided, diagnosis, and  
 117 use of testing procedures.

118 2. b. Collateral means significant support individual(s) in a ~~client's~~ Client's life and is/are  
 119 used to define services provided to the ~~client~~ Client with the intent of improving or maintaining the  
 120 mental health status of the ~~client~~ Client. The ~~client~~ Client may or may not be present for this service  
 121 activity.

122 3. c. Co-Occurring see DD Integrated Treatment Model.

123 4. d. DD Integrated Treatment Model means a program that uses a stage-wise treatment  
 124 model and is non-confrontational, follows behavioral principles, considers interactions between mental  
 125 illness and substance abuse, and has gradual expectations of abstinence. Mental illness and substance  
 126 abuse research has strongly indicated that a ~~client~~ Client with co-occurring disorder needs treatment for  
 127 both problems to recover fully and focusing on one does not ensure the other will go away. Dual  
 128 diagnosis services integrate assistance for each condition by helping ~~clients~~ Clients recover from mental  
 129 illness and substance abuse in one setting and at the same time.

130 ~~5. ICC Service means assessment and plan development services, to children and~~  
 131 ~~youth that qualify under the Katie A. Subclass, that must address the child/youth's mental health need(s)~~  
 132 ~~through the coordination of care with providers not primarily associated with mental health services such~~  
 133 ~~as the Social Services Agency, Probation Department, and schools (although the client, collateral and~~  
 134 ~~mental health providers may also be present).~~

135 f. IHBS Service means intensive, individualized and strength-based interventions, with  
 136 children and youth that qualify under the Katie A. Subclass, to assist the child/youth and his/her  
 137 significant support persons to develop skills to achieve the goals and objectives of the child/youth's

1 treatment plan. IHBS only includes Individual Rehabilitation and Collateral services. Mental Health  
 2 Services other than Individual Rehabilitation and Collateral will be claimed separately from IHBS.

3 g. Medication Support Services means services provided by licensed physicians, registered  
 4 nurses, or other qualified medical staff, which include: prescribing, administering, dispensing and  
 5 monitoring of psychiatric medications or biologicals that are necessary to alleviate symptoms of mental  
 6 illness. These services also include evaluation and documentation of the clinical justification and  
 7 effectiveness of medication, dosage, side effects, compliance, and response to medication. In addition,  
 8 the licensed physicians, registered nurses, or other qualified medical staff must obtain informed consent  
 9 from clients Clients prior to providing medication education and plan development related to the delivery  
 10 of these services and/or assessment to clients Clients.

11 6 h. Rehabilitation Service means an activity which includes assistance to improving,  
 12 maintaining, or restoring a client's Client's or group of clients' Clients' functional skills, daily living  
 13 skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support  
 14 resources and/or medication education.

15 7. ~~Targeted Case Management~~ i. TCM means services that assist a client Client to  
 16 access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community  
 17 services. These service activities may include, but are not limited to: communicating and coordinating  
 18 services through referral; monitoring service delivery to ensure clients' Clients' access to service and the  
 19 service delivery system; and tracking of clients' Clients' progress and plan development.

20 #  
 21 ——— 8 j. TBS means one-on-one behavioral interventions with a client Client, which is  
 22 designed to reduce or eliminate targeted behaviors as identified in the client's Client's treatment plan.  
 23 Collateral services are also provided to parent(s)/guardian(s) as part of TBS. Clients must be Medi-Cal  
 24 eligible and meet TBS class membership and service need requirements. Documentation in the medical  
 25 record must support Medical Necessity for these intensive services. Cases in which clients Clients are  
 26 receiving more than twenty (20) hours per week of TBS or those who are expected to receive more than  
 27 four months (120 days) of TBS must be approved by ADMINISTRATOR. ADMINISTRATOR has to  
 28 approve individuals that are delivering these intervention services to ensure they are qualified to deliver  
 29 these services.

30 9 k. Therapy means a therapeutic intervention that focuses primarily on symptom reduction  
 31 as a means to improve functional impairments. Therapy may be delivered to a client Client or a group of  
 32 clients Clients, which may include family therapy with client Client being present.

33 AI l. MHSA means the State of California law that provides funding for expanded  
 34 community mental health services. It is also known as "Proposition 63."

35 AJ m. Mental Health Worker means an individual who has obtained a Bachelor's degree in a  
 36 mental health field or has a high school diploma along with two (2) years of experience delivering  
 37 services in a mental health field.

11 AK n. Mentoring Services means a service that provides support to clientsClients by building a  
 22 structured and trusting relationship over a prolonged period of time between a clientClient and a mentor.  
 33 The mentor is a peer or older individual who provides one-to-one contact and support in the following  
 44 areas to assist clientClient(s)/parent(s)/guardian(s): consistent support, guidance, and coaching in life  
 55 skills; concrete help and/or other relationship-building activities to the  
 66 clientClient(s)/parent(s)/guardian(s); and linking the clientClient(s)/parent(s)/guardian(s) to other  
 77 services within the COUNTY and contract operated programs.

88 ~~1. Paid Parent Mentor means an individual, age twenty-six (26) and older, who has been  
 99 screened and trained to provide Mentoring Services and is reimbursed for providing such services under  
 100 the Mentoring Services Contract. A different designation for this position is permissible for purposes of  
 111 CONTRACTOR's employment records and recruitment efforts if such designation is accompanied by  
 112 clear cross referencing in all reports and communications to ADMINISTRATOR.~~

113 ~~2. Paid TAY Mentor means an individual, age eighteen (18) to twenty-five (25), who has been  
 114 screened and trained to provide Mentoring Services and is reimbursed for providing such services under  
 115 the Mentoring Services Contract. A different designation for this position is permissible for purposes of  
 116 CONTRACTOR's employment records and recruitment efforts if such designation is accompanied by  
 117 clear cross referencing in all reports and communications to ADMINISTRATOR.~~

118 ~~3. Volunteer Mentor means an individual, age eighteen (18) and older, who has been screened  
 119 and trained to provide Mentoring Services and is not reimbursed for providing such services under the  
 120 Mentoring Services Contract. "Reimbursement" for services excludes expenses such as transportation  
 121 costs, as transportation costs are allowable and reimbursable costs. A different designation for this  
 122 position is permissible for purposes of CONTRACTOR's employment records and recruitment efforts if  
 123 such designation is accompanied by clear cross referencing in all reports and communications to  
 124 ADMINISTRATOR.~~

125 AL 25. NPI means the standard unique health identifier that was adopted by the Secretary of  
 126 HHS under HIPAA of 1996 for health care providers. All HIPAA covered healthcare providers,  
 127 individuals, and organizations must obtain an NPI for use to identify themselves in HIPAA standard  
 128 transactions. The NPI is assigned for life.

129 AM 26. NOA-A means a Medi-Cal requirement that informs the beneficiary that she/he is not  
 130 entitled to any specialty mental health service. The COUNTY has expanded the requirement for an  
 131 NOA-A to all beneficiaries requesting an assessment for services and found not to meet the Medical  
 132 Necessity criteria for specialty mental health services.

133 AN 27. NPP means a document that notifies clientsClients of uses and disclosures of PHI. The NPP  
 134 may be made by, or on behalf of, the health plan or health care provider as set forth in the of 1996  
 135 HIPAA.

136 AO 28. Nurse Practitioner means a medical professional with an advanced degree in nursing  
 137 that performs a variety of duties in care settings focused around a nursing model.

1 29. Outcomes Analyst/Data Mining Analyst means an individual who ensures that an FSP  
 2 program maintains a focus on program outcomes. This individual will be responsible for reviewing  
 3 outcome data, analyzing data, and developing strategies for gathering new data from ~~client's~~Client's  
 4 perspective to improve FSP's understanding of ~~client's~~Client's needs and desires towards furthering  
 5 their Recovery. This individual will also provide feedback to the program and work collaboratively with  
 6 the employment specialist, education specialist, benefits specialist, and other staff in the program to  
 7 strategize and improve outcomes in service delivery. In addition, this position will be responsible for  
 8 attending all data and outcome related meetings and ensuring that the FSP is being proactive in all data  
 9 collection requirements and changes at the local and state levels.

10 AP 30. Outreach means linking potential ~~clients~~Clients to appropriate mental health services within  
 11 the community. Outreach activities will include educating the community about the services offered and  
 12 requirements for participation in the programs. Such activities may result in the CONTRACTOR  
 13 developing referral sources for ~~clients~~Clients from various programs being offered within the  
 14 community.

15 ~~AQ. Parent Partner means an individual who supports and assists other parent(s)/guardian(s) with~~  
 16 ~~children or youth in the system and is hired due to his/her own personal experience and knowledge in~~  
 17 ~~raising a child or youth with emotional/behavioral disturbance. For Wraparound Orange County, it is~~  
 18 ~~required that this individual has exposure to COUNTY's Welfare Services, Probation, or Mental Health~~  
 19 ~~System and can provide support to the Family Team and the parent(s)/guardian(s) in particular.~~

20 ~~AR. PSC means an individual with a Bachelor's degree in human services or related field. It is~~  
 21 ~~preferred that the individual has at least two years of related experience with mental health services, or~~  
 22 ~~three years' experience as a client in a similar program who has graduated to self-sufficiency. A PSC~~  
 23 ~~leads the implementation of a service plan covering an entire range of needs for the client and/or client's~~  
 24 ~~family to promote success, safety, and permanence in the home, school, workforce, and community and~~  
 25 ~~lead clients to self-sufficiency.~~

26 #

27 ~~AS 31. PBM Company means a company contracted by the COUNTY that manages the medication~~  
 28 ~~benefits for ~~clients~~Clients that are qualified for medication benefits.~~

29 AT 32. POC means a written plan, including by reference any Juvenile Court order(s), developed  
 30 and signed by the Family Team that includes the following elements:

- 31 1 a. A statement of an overall goal or vision for the ~~client~~Client and ~~client's~~Client's family.
- 32 2 b. The strengths of the ~~client~~Client and ~~client's~~Client's family.
- 33 3 c. The needs, as defined by specific life areas that must be met to achieve the goal(s) of  
 34 the ~~client~~Client and ~~client's~~Client's family.
- 35 4 d. Prevention and intervention Safety Plans.
- 36 5 e. The type, frequency, and duration of intervention strategies.
- 37 6 f. Financial responsibility for the components of the POC.

11 7. g. Desired outcomes.

22 AU 33. Pre-Licensed Psychologist means an individual who has a Ph.D. or Psy.D. in Clinical  
33 Psychology and is registered with the Board of Psychology as a Registered Psychologist or  
44 Psychological Assistant, while acquiring hours for licensing and providing services under a waiver in  
55 accordance with WIC section 575.2. The waiver may not exceed five (5) years.

66 AV 34. Pre-Licensed Therapist means an individual who has a Master's Degree in social work or  
77 MFT, PCC and is registered with the BBS as an associate clinical social worker, PCC intern, or MFT  
88 intern, while acquiring hours for licensing. Registration is subject to regulations adopted by BBS.

99 AW 35. Program Director means an individual who is responsible for all aspects of administration  
100 and clinical operations of the mental health program, including development and adherence to the annual  
111 budget. This individual will also be responsible for the following: hiring, development and performance  
122 management of professional and support staff, and ensuring mental health treatment services are  
133 provided in concert with local and state rules and regulations.

144 ~~—AX. Promotora de Salud Model means a model where trained individuals, Promotores, work towards~~  
145 ~~improving the health of the communities by linking neighbors to health care and social services as well~~  
146 ~~as educating peers about mental illness, disease and injury prevention.~~

177 ~~—AY. Promotores means individuals who are members of the community that function as natural~~  
188 ~~helpers to address some of the communities' unmet mental health, health and human service needs.~~  
199 ~~They are individuals who represent the ethnic, socio-economic and educational traits of the population~~  
200 ~~being served. Promotores are respected and recognized by peers and have the pulse of the community's~~  
211 ~~needs.~~

222 —AZ 36. PHI means individually identifiable health information usually transmitted through  
223 electronic media. PHI can be maintained in any medium as defined in the regulations, or for an entity  
224 such as a health plan, transmitted or maintained in any other medium. It is created or received by a  
225 covered entity and is related to the past, present, or future physical or mental health or condition of an

226 //  
227 individual,

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229 provision of health care to an individual, or the past, present, or future payment for health care provided  
300 to an individual.

311 BA 37. Psychiatrist means an individual who meets the minimum professional and licensure  
322 requirements set forth in Title 9, CCR, Section 623, and, preferably, has at least one (1) year of  
333 experience treating children and TAY.

344 BB 38. Psychology Student or Psychology Intern means an individual who is in school pursuing a  
355 Ph.D. or Psy.D. in Clinical Psychology, and may or may not meet the criteria for a DHCS Waiver in  
366 order to provide services in accordance with DHCS Information Letter No. 10-03. The waiver may not  
377 exceed (5) years.

11 ~~BC~~ 39. QIC means a committee that meets quarterly to review one percent (1%) of all “high-risk”  
 22 Medi-Cal ~~clients~~ Clients in order to monitor and evaluate the quality and appropriateness of services  
 33 provided. At a minimum, the committee is comprised of one (1) ADMINISTRATOR, one (1) clinician,  
 44 and one (1) physician who are not involved in the clinical care of the cases.

55 ~~At a minimum, the committee is comprised of one (1) ADMINISTRATOR, one (1) clinician, and one~~  
 66 ~~(1) physician who are not involved in the clinical care of the cases.~~

77 ~~—BD. RCL Group Home means a group home reviewed by the State Department of Social Services,~~  
 88 ~~Foster Care Rates Bureau, that meets the requirements for a RCL of 1 to 14, to provide eligible minors~~  
 99 ~~room and board and supervision.~~

100 ~~—BE~~ 40. Referral means effectively linking ~~clients~~ Clients to other services within the community  
 111 and documenting follow-up provided within five (5) business days to assure that ~~clients~~ Clients have  
 122 made contact with the referred service(s).

133 ~~—BF. Registered Nurse~~ 41. RN means a licensed individual, pursuant to the provisions of  
 144 Chapter 6 of the California Business and Professions Code, who can provide clinical services to  
 155 ~~clients~~ Clients. The license must be current and in force, and has not been suspended or revoked. Also,  
 166 it is preferred that the individual has at least one (1) year of experience treating children and TAY.

177 ~~BG~~ 42. Student Intern means student(s) currently enrolled in an accredited graduate or  
 188 undergraduate program and is/are accumulating supervised work experience hours as part of field work,  
 199 internship, or practicum requirements. Acceptable programs include all programs that assist students in  
 200 meeting the educational requirements to be a Licensed MFT, a LCSW, a Licensed Clinical Psychologist,  
 221 a Licensed PCC, or to obtain a Bachelor’s degree. Individuals with graduate degrees and have two (2)  
 222 years of full-time experience in a mental health setting, either post-degree or as part of the program  
 233 leading to the graduate degree, are not considered as students.

244 ~~BH~~ 43. Supervisory Review means ongoing clinical case reviews in accordance with procedures  
 255 developed by the COUNTY to determine the appropriateness of the diagnosis and treatment plan for  
 266 ~~clients~~ Clients, as well as to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal  
 277 charting standards. Supervisory review is conducted by the program/clinic director or designee.

288 ~~BI~~ 44. Token means the security device which allows an end-user to access the  
 299 ADMINISTRATOR’s computer based IRIS.

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331 ~~—BJ~~ 45. UMDAP means the method used for determining the annual ~~client~~ Client liability for  
 332 mental health services received from the COUNTY’s mental health system and is set by the State of  
 333 California.

344 ~~BK~~ 46. Wellness Coordinator means an individual who specializes in assisting ~~clients~~ Clients with  
 355 access to a myriad of health care needs, nutrition resources, and other community supports. This  
 366 individual will be responsible for documenting the services required, as well as communicating the  
 377 needs of ~~clients~~ Clients to the Family Team.

11 ~~BL~~ 47. Wraparound Orange County means the wraparound program administered by COUNTY's  
22 SSA and is available to children and TAY who are returning from or being considered for placement in  
33 group homes.

~~44 —BM. Youth Partner/Specialist means an individual who has a high school diploma, preferably a  
55 bachelor's degree in human services or a related field, and has a background working with children and  
66 TAY. This individual is to provide consistent, reinforcing support to clients by allowing opportunities  
77 for clients to learn and practice social behavior, problem solving skills, and coping skills. In the spirit of  
88 MHSA, these positions can be filled by adequate numbers of bilingual, bicultural staff in order to meet  
99 the referral needs of the program and the threshold language requirements for COUNTY. It is also  
100 recommended by COUNTY that former mental health clients and/or their family members be given  
111 priority for these positions due to their unique insight into the experiences of clients.~~

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332 B. CONTRACTOR AND ADMINISTRATOR may mutually agree, in writing, to modify the  
333 Common Terms and Condition Paragraph of this Exhibit A to the Agreement.

**-II. BUDGET**

336 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph of this  
337 Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only

11 and may be adjusted by mutual agreement, in writing, of ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>	
55	ADMINISTRATIVE		
66	COSTS		
77	Indirect	\$108,469	\$108,469
88		470	\$ 216,938
88	SUBTOTAL		\$108,469
99	<u>ADMINISTRATIVE</u>	\$108,469	470
100	<u>COSTS</u>		
112	PROGRAM COSTS		
113	Salaries	\$411,054	\$411,054
114	Benefits	110,131	114,091
115	Services and	115,714	115,714
116	Supplies	122,312	231,428
117	<del>Subcontractor</del>	\$ 86,232	\$ 86,232
118	<u>Subcontracts</u>	72,503	
119	SUBTOTAL		\$723,131
120	<u>PROGRAM COSTS</u>	\$723,131	130
222	TOTAL GROSS	\$831,600	\$831,600
223	<del>COST</del> <u>COSTS</u>		\$1,663,200
235	<u>REVENUES</u> <u>REVENUE</u>		
236	- Federal Medi-Cal	\$415,800	\$415,800
237	- State EPSDT - Medi-	374,220	374,220
238	Cal Match		748,440
239	- County <u>COUNTY</u>	41,580	41,580
300	Discretionary		83,160
331	TOTAL REVENUE	\$831,600	\$831,600
334	<u>TOTAL</u> <u>MAXIMUM</u>	\$831,600	\$831,600
335	OBLIGATION		\$1,663,200
336	//		
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11 B. CONTRACTOR agrees that the amount of the ~~EPSDT~~State match is dependent upon, and shall  
 22 at no time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR,  
 33 unless authorized by ADMINISTRATOR.

44 C. The total cost of services provided for in the Agreement are based upon projected revenue  
 55 generation and shall be reimbursed by Federal Medi-Cal, ~~EPSDT~~State, and COUNTY revenues.  
 66 CONTRACTOR agrees that if actual Federal Medi-Cal and ~~EPSDT~~State reimbursement, based upon the  
 77 completed DHCS Cost Report for each Fiscal Year is less than budgeted, the Maximum Obligation shall  
 88 be adjusted down by the amount of under generated Federal Medi-Cal and/or ~~EPSDT~~State revenue.

99 D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services  
 100 provided pursuant to the Agreement, CONTRACTOR may make written application to  
 111 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the  
 122 fees and insurance shall be utilized exclusively to provide mental health services. ADMINISTRATOR  
 133 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR  
 144 shall be in writing to CONTRACTOR and shall specify the amount of said revenues to be retained and  
 155 the quantity of services to be provided by CONTRACTOR.

166 E. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR shall make written application to  
 177 ADMINISTRATOR, in advance, to shift funds between budgeted line items, for the purpose of meeting  
 188 specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing  
 199 Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly  
 200 completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance,  
 221 which shall include a justification narrative specifying the purpose of the request, the amount of said  
 222 funds to be shifted, and the sustaining impact of the shift as may be applicable to the current contract  
 233 period and/or future contract periods. CONTRACTOR shall obtain written approval of any  
 244 Budget/Staffing Modification Request(s) from ADMINISTRATOR prior to implementation by  
 255 CONTRACTOR. Failure of CONTRACTOR to obtain written approval from ADMINISTRATOR for  
 266 any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

277 F. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete  
 288 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type  
 299 of service for which payment is claimed. Any apportionment of or distribution of costs, including  
 360 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will  
 371 be made in accordance with GAAP and Medicare regulations. The Client eligibility determination and  
 382 fee charged to and collected from Clients, together with a record of all invoices rendered and revenues  
 393 received from any source, on behalf of Clients treated pursuant to the Agreement, must be reflected in  
 404 CONTRACTOR's financial records.

415 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget  
 426 Paragraph of this Exhibit A to the Agreement.

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### III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$69,300 per month ~~for Period One and Period Two.~~ All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the Agreement; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and/or federal regulations.

ADMINISTRATOR may, at

#  
its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to CONTRACTOR as specified in Subparagraphs III.A.2. and III.A.3. below.

2. If, at any time, CONTRACTOR'S Expenditure and Revenue Reports indicate that the provisional amount payment exceeds the actual cost of providing services, ADMINISTRATOR may reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

B. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) calendar day of the month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY no later than twenty-one (21) calendar days after receipt of the correctly completed invoice form.

C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, cancelled checks, receipts, receiving records, and records of services provided.

D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Agreement.

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33 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration  
44 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or  
55 specifically agreed upon in a subsequent Agreement.

66 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
77 Payments Paragraph of this Exhibit A to the Agreement.

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**IV. REPORTS**

145 A. CONTRACTOR shall maintain records and make statistical reports as required by  
146 ADMINISTRATOR and the DHCS on forms provided by either agency.

**B. FISCAL**

148 1. Expenditure and Revenue Report. CONTRACTOR shall submit monthly Expenditure and  
149 Revenue Reports to ADMINISTRATOR. These reports will be on a form provided by  
150 ADMINISTRATOR and will report year-to-date actual costs and revenues for CONTRACTOR's  
151 program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also  
152 include actual productivity as defined by ADMINISTRATOR.

153 2. Year-End Projections. In conjunction with the Expenditure and Revenue Report,  
154 CONTRACTOR shall provide monthly year-end projections that shall include year-to-date actual costs  
155 and revenues and anticipated year-end actual costs and revenues for CONTRACTOR's program  
156 described in the Services Paragraph of this Exhibit A to the Agreement.

157 3. The Expenditure and Revenue and Year-End Projection report shall be received by  
158 ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being  
159 reported.

160 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.  
161 These reports shall be on a form provided by ADMINISTRATOR and shall, at a minimum, report  
162 overall FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement, and  
163 staff hours worked by position. The reports will be received by ADMINISTRATOR no later than twenty  
164 (20) calendar days following the end of the month being reported.

165 D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit  
166 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR  
167 no later than twenty (20) calendar days following the end of the month being reported. Programmatic

1 reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of  
 2 CONTRACTOR's progress in implementing the provisions of the Agreement, number of active cases,  
 3 number of Client's admitted/discharged, details of outreach activities and their results, any pertinent  
 4 facts or interim findings, staff changes, status of licenses and/or certifications, changes in population  
 5 served and reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their  
 6 programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state  
 7 //

8 whether or not it is progressing satisfactorily in achieving all the terms of the Agreement, and if not,  
 9 shall specify what steps are being taken to achieve satisfactory progress.

10 E. ADDITIONAL REPORTS – Upon ADMINISTRATOR's request, CONTRACTOR shall make  
 11 such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as  
 12 they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information  
 13 requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

14 F. CONTRACTOR must request in writing any extensions to the due date of the monthly required  
 15 report. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more  
 16 than five (5) calendar days.

17 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
 18 Reports Paragraph of this Exhibit A to the Agreement.

19  
 20 **V. SERVICES**

21 **A. FACILITIES**

22 1. CONTRACTOR shall maintain a minimum of ~~one (1)~~ two (2) fully licensed and appropriate  
 23 ~~facility(ies)~~ facilities for the provision of Mental Health Outpatient Services for Children and Youth  
 24 which meet(s) the minimum requirements for Medi-Cal eligibility at the following location(s) or any  
 25 other location(s) approved by ADMINISTRATOR, as specified below:

26  
 27 ~~2124 Main Street, Suite 165~~  
 28 ~~Huntington Beach, CA 92648~~

29  
 30 **West Region**

31 2124 Main Street, Suite 165  
 32 Huntington Beach, CA 92648

33  
 34 2. CONTRACTOR shall also make an effort to provide services in community-based facilities  
 35 such as school sites when appropriate for more effective provision of services to the Client.

36 3. CONTRACTOR shall maintain regularly scheduled service hours, five days a week  
 37 throughout the year and maintain the capability to provide services during after-school hours on

weekdays until 8:00 p.m., and on weekends, if necessary, in order to accommodate Clients unable to participate during regular business hours.

a. CONTRACTOR’s administrative staff holiday schedule shall be consistent with COUNTY’s holiday schedule unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

b. CONTRACTOR shall provide twenty-four (24) hour crisis intervention services and provide a plan for twenty-four (24)-hour psychiatric emergency services to minors which includes informing Clients and their families whom to contact for emergency services when the CONTRACTOR’s facility is closed.

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4. Upon COUNTY’s certification of the provider's existing site, the CONTRACTOR shall be responsible for making any necessary changes to meet Medi-Cal site standards.

B. MENTAL HEALTH OUTPATIENT SERVICES

1. CONTRACTOR shall provide outpatient mental health services primarily to COUNTY Medi-Cal eligible Clients up to the age of twenty-one (21) years old.

2. CONTRACTOR shall conduct outreach to develop and maintain CONTRACTOR’s own referral sources to ensure sufficient caseloads to meet contractual obligations.

3. CONTRACTOR shall provide medically necessary services to Medi-Cal eligible, special population Clients that may include, but not be limited to, preschool children, wards and dependents of the courts, dually diagnosed children, group home and foster children, and TAY. Services shall be provided at a level and frequency and duration that is consistent with each Client’s level of dysfunction and treatment goals, and consistent with individualized, solution-focused, evidenced-based practices. The population to whom services are to be provided shall include, but may not be limited to:

#

a. Children who are acutely or chronically and seriously mentally ill, and for whom hospitalization or other out-of-home placement is imminent without immediate intervention.

b. Children who are severely emotionally ill but not in an emergency situation who, without appropriate treatment, will deteriorate and later require more intensive and costly treatment, and possibly face removal from their homes.

c. Families whose children can be diverted from the regular mental health care system through parent education and consultation services.

d. Children at risk for psychiatric hospitalization.

e. Children who are having difficulty in school, or are at risk of being placed in special education.

f. Children who are in special education.

g. Minors of all ages who are in group home placement and who meet the COUNTY’s admission criteria under the Medi-Cal Outpatient Consolidation Plan.

11 h. Foster children of all ages and underserved Clients whose mental health problems are  
 22 causing them impaired functioning in different life domains.

33 i. Similar children who may be referred by a CalOPTIMA primary care provider.

44 4. In the situation where a Medi-Cal Client no longer meets Medi-Cal eligibility as verified by  
 55 the State Medi-Cal website, CONTRACTOR, upon reasonable discovery of this situation, shall  
 66 discharge the Client from IRIS and refer the Client to appropriate services in the community. If  
 77 necessary, CONTRACTOR can request, in writing, approval from ADMINISTRATOR to continue to  
 88 provide services for a specified amount of time/sessions as determined appropriate by  
 99 ADMINISTRATOR while linking the Client to other appropriate services.

100 — 5. CONTRACTOR shall offer clinical intervention within five (5) business days of Client's  
 111 referral for services. A sufficient amount of treatment services shall be provided during evening hours in  
 122 order to accommodate Clients and their parents not able to participate during regular day-time hours.  
 133 Treatment services shall include, but may not be limited to:

144 a. Performing clinical and psycho-diagnostic assessment using DSM-IV Five Axis  
 155 diagnosis, to include clinical consideration of each fundamental need: physical, psychological,  
 166 maturational, developmental, familial, educational, social, environmental and recreational. Additional  
 177 examinations, tests and evaluations may be conducted as clinically indicated. Findings of the  
 188 examinations and evaluations shall be documented in the Client record and signed by CONTRACTOR's  
 199 appropriate and responsible staff.

200 b. Obtaining valid consents from parents or courts for treatment.

221 c. Developing a written treatment plan for each Client that shall be based on the  
 222 assessment and diagnosis of that Client. The treatment plan shall delineate and justify all specific  
 233 treatment modes and therapeutic modalities to be used, and shall be developed in accordance with  
 244 ADMINISTRATOR standards, and utilize a full range of appropriate psychiatric and psychological  
 255 treatment modes and modalities. All treatment/service plans, coordination plans, and assessment  
 266 documents shall be developed within sixty (60) calendar days from the first planned ~~face~~Face-to-face  
 277 ~~contact~~Face Contact with an individual Client and/or significant support person(s). Such plans shall  
 288 identify specific treatment modes, milestones for the individual Client, obstacles/symptoms, and efforts  
 299 of significant support person(s) and program staff on behalf of the Client. All treatment/service plans  
 360 shall include observable and measurable Client milestones.

331 d. Use of individual therapy, brief intensive services, and short and long-term group  
 332 therapy modalities including psycho-educational, cognitive behavioral and child management therapy  
 333 techniques. CONTRACTOR shall develop and implement group therapy modalities for conditions that,  
 344 according to established research, would particularly show improvement when treated in this manner.

355 e. Collateral services, including ~~individual therapy~~support or educational services to a  
 366 Client's adult caregivers to help them in their parenting role. Services shall be provided to adult  
 377 caregivers when it is determined that it is in the best interest in treating the minor Client, and

11 CONTRACTOR shall promote active participation of Client's family. CONTRACTOR shall refer the  
 12 adult caregiver(s) to an appropriate adult mental health provider for medication and/or mental health  
 13 services to address the adult caregiver's DSM-IV-TR mental disorder.

14 f. Providing other mental health services which may include, but not be limited to, family  
 15 therapy, crisis intervention, treatment planning, discharge planning, case management, linkage, and  
 16 consultation.

17 g. Medication support services, including a system of medication quality review, which  
 18 shall be provided by well trained, experienced psychiatrists knowledgeable in the use of medication to  
 19 improve the functioning and enhance the self-esteem of children. Medication used solely for psychiatric  
 20 purposes, and no other purposes, shall be prescribed for all Clients for whom it is clinically indicated.

21 CONTRACTOR shall ensure that the following are adhered to:

22 1) Established plan for maximizing use of physician time.

23 2) CONTRACTOR shall use COUNTY's formulary and prescribing practices.

24 3) Prescriptions may be filled at any pharmacy with which the COUNTY's PBM has a  
 25 contract; provided that CONTRACTOR shall be responsible for noting the Medi-Cal number on  
 26 prescriptions for Medi-Cal Clients.

27 4) CONTRACTOR shall provide COUNTY, in writing, with the name, license  
 28 number, and Drug Enforcement Agency number of any physician who will be prescribing medications,  
 29 prior to the physician's start date. Failure to so notify COUNTY may result in CONTRACTOR being  
 30 liable for the cost of the medication.

31 5) CONTRACTOR shall order such laboratory tests as are necessary and appropriate  
 32 to monitor psychotropic medications and shall be responsible for the cost of such tests.

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35 h. In coordination and integration with COUNTY's ADAS, providing or causing to be  
 36 provided, all necessary substance abuse treatment services for Clients who are dually diagnosed with a  
 37 concurrent substance abuse problem in addition to their mental illness, when appropriate.

38 i. Providing advocacy services on behalf of the Clients including intervening for the  
 39 Clients with social services, probation and health departments, justice system, etc., as well as attending  
 40 Individual Education Program meetings when requested by COUNTY.

41 j. Providing additional services, through a wide range of service options, which may  
 42 include, but not be limited to, in-classroom consultation and visits to other facilities, including, but not  
 43 limited to, Juvenile Hall, schools, Orangewood Children and Family Center, contractor clinics, and  
 44 COUNTY operated clinics to provide treatment, assessment, and consultation.

45 6. CONTRACTOR shall identify Clients who may be eligible to receive TBS. If  
 46 CONTRACTOR is certified to provide TBS, CONTRACTOR shall notify COUNTY of the starting and  
 47 ending of each TBS case and CONTRACTOR is responsible for ensuring each and every TBS case

meets medical necessity and TBS eligibility requirements. The DHCS Annual Compliance Review protocol section titled "Therapeutic Behavioral Services" (Section L) should be used to ensure appropriate provision of TBS. If CONTRACTOR is not certified to provide TBS, CONTRACTOR shall refer said Clients to COUNTY for referral to a TBS contractor agency. TBS services shall only be provided through agencies certified to provide TBS.

7. CONTRACTOR shall accept referrals from and make referrals to the various MHSA programs, as appropriate. CONTRACTOR shall coordinate referrals with other existing mental health services and wraparound services, to ensure that Clients and their families are given access to the most appropriate level and type of service. Other services may include Wraparound Orange County; MHSA FSP programs for children, TAY, or adults; and other COUNTY mental health services.

8. CONTRACTOR shall participate in any clinical case review and implement any recommendations made by COUNTY to improve Client care.

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9. CONTRACTOR shall conduct Supervisory Review at sixty (60) calendar day and six (6) month intervals, in accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall conduct thirty (30)-day review of open cases, or previously opened with another provider. CONTRACTOR shall ensure that all chart documentation complies with all federal, state, and local guidelines and standards.

#### C. CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of CONTRACTOR's administrative and program P&Ps. CONTRACTOR shall provide signature confirmation of its P&P training for each staff member and place in their personnel files.

2. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training, and staff responsible for input into IRIS complete IRIS New User Training.

3. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in Subparagraph C. of the Compliance Paragraph of the Agreement.

4. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement Implementation Plan and procedures provided by ADMINISTRATOR which describe the requirements for quality improvement, supervisory review, and medication monitoring.

5. CONTRACTOR shall agree to adopt and comply with the documentation standards as per ADMINISTRATOR's Standards of Care practices; P&P's, Annual Provider Training; DHCS State Contract; Title IX; the State EPSDT Documentation Manual; the State EPSDT TBS Documentation Manual; and the EPSDT TBS Coordination of Care Best Practices Manual as provided by ADMINISTRATOR, which describe, but are not limited to, the requirements for Medi-Cal and ADMINISTRATOR charting standards; and any state regulatory requirements.

6. CONTRACTOR shall regularly review their charting, IRIS data input, and invoice systems to ensure compliance with COUNTY and State P&Ps and establish mechanisms to prevent inaccurate



11 claim submissions.

12 7. CONTRACTOR shall maintain on file at the facility minutes and records of all quality  
13 improvement meetings and processes. Such records and minutes shall also be subject to regular review  
14 by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and  
15 ADMINISTRATOR's P&Ps.

16 8. CONTRACTOR shall attend:

17 a. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical  
18 care.

19 b. Monthly meetings with ADMINISTRATOR to discuss contractual and other issues  
20 related to, but not limited to compliance with P&Ps, statistics and clinical services.

21 c. Clinical staff training for individuals by ADMINISTRATOR. Such training shall be  
22 conducted by CONTRACTOR and/or ADMINISTRATOR.

23 d. Quarterly QIC meetings.

24 9. CONTRACTOR shall allow ADMINISTRATOR to attend, and if necessary conduct, QIC  
25 and medication monitoring meetings.

26 D. PERFORMANCE OUTCOMES

27 1. CONTRACTOR shall complete Performance Outcome Measures as required by State  
28 and/or COUNTY.

29 2. ADMINISTRATOR shall develop and provide CONTRACTOR with performance outcome  
30 measure guidelines for the purpose of evaluating the impact and/or contribution of CONTRACTOR's  
31 services on the well-being of COUNTY residents being served under the terms of the Agreement. The  
32 expected outcomes for the Monitoring Plan are to enable Clients to adaptively function at a higher and  
33 more appropriate level and to provide a quantifiable and repeatable measure to assess overall program  
34 effectiveness.

35 3. CONTRACTOR shall cooperate in data collection in order to develop baseline figures for  
36 future evaluation and report performance in terms of Client satisfaction, length of stay, and duration of  
37 services.

38 E. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of  
39 Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

40 1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with  
41 a unique password. Tokens and passwords will not be shared with anyone.

42 2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff  
43 member to whom each is assigned.

44 3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the  
45 Token for each staff member assigned a Token.

46 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following  
47 conditions:

- 11 a. Token of each staff member who no longer supports the Agreement;
  - 22 b. Token of each staff member who no longer requires access to IRIS;
  - 33 c. Token of each staff member who leaves employment of CONTRACTOR; or
  - 44 d. Token is malfunctioning;
  - 55 e. Termination of the Agreement.
- 66 5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’s staff members who require  
77 access to IRIS upon initial training or as a replacement for malfunctioning Tokens.
- 88 6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through  
99 acts of negligence.
- 100 7. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All  
111 statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if  
122 available, and if applicable.
- 133 F. CONTRACTOR shall obtain a NPI.
- 144 1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI  
155 for use to identify themselves in HIPAA standard transactions.
- 166 2. CONTRACTOR, including each employee that provides services under the Agreement, will  
177 obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement.  
188 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by  
199 ADMINISTRATOR, all NPI as soon as they are available.
- 200 G. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first  
211 service provided under the Agreement to individuals who are covered by Medi-Cal and have not  
222 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon  
233 request, the NPP for the COUNTY, as the MHP, to any individual who received services under the  
244 Agreement.
- 255 H. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,  
266 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the  
277 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be  
288 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian  
299 institution, or religious belief.
- 300 I. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to  
311 conduct research activity on COUNTY Clients without obtaining prior written authorization from  
322 ADMINISTRATOR.
- 333 J. CONTRACTOR shall provide effective Administrative management of the budget, staffing,  
344 recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities  
355 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the  
366 qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but  
377 are not limited, to the following:

1. Designate the responsible position(s) in your organization for managing the funds allocated to the program;
2. Maximize the use of the allocated funds;
3. Ensure timely and accurate reporting of monthly expenditures;
4. Maintain appropriate staffing levels;
5. Request budget and/or staffing modifications to the Agreement;
6. Effectively communicate and monitor the program for its success;
7. Track and report expenditures electronically;
8. Maintain electronic and telephone communication between CONTRACTOR and ADMINISTRATOR; and
9. Act quickly to identify and solve problems.

K. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident.

L. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, the COUNTY as identified in the ADMINISTRATOR's P&Ps.

M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services Paragraph of this Exhibit A to the Agreement.

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## VI. STAFFING

A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours of work per week to provide mental health outpatient services for children and youth:

PROGRAM	<del>FTEs</del>
	<del>0.700</del>
█ Mental Health Director	<u>0.900</u>
<del>Quality Assurance</del> █ QA Manager	<u>0.900</u>
<del>Billing Clerk</del>	<del>0.900</del>
█ Licensed Clinician	<u>1.000</u>
█ Pre-Licensed Clinician	<u>2.000</u>

11		2.000	
22	Behavioral Specialist <del>(Bilingual)</del> Bil.	00	
33		2.000	
44	Behavioral Specialist	00	
55	Billing Clerk		0.20
66	<u>SUBTOTAL PROGRAM FTE</u>		<u>9.00</u>
77			
88	SUBCONTRACTORS		
99		0.367	
100	<del>Psychiatrists</del> Psychiatrist	31	
111	SUBTOTAL PROGRAM	9.667	
122	<del>FTEs</del> <u>SUBCONTRACTOR FTE</u>	<u>0.31</u>	
133			
144		9.667	
155	<u>GRAND TOTAL FTEs</u> <u>FTE</u>	<u>31</u>	

117 B. CONTRACTOR shall have as Head of Service a licensed mental health professional, in  
 118 conformance to one of the following staff categories: Psychiatrist, Licensed Psychologist, LCSW,  
 119 LPCC, Licensed MFT, RN, LVN, or LPT.

200 C. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold  
 221 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.  
 222 Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical  
 223 staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless  
 224 ADMINISTRATOR consents, in advance and in writing, to the filling of those positions with non-  
 225 bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other  
 226 than salaries and employees benefits unless otherwise authorized in writing, in advance, by  
 227 ADMINISTRATOR.

228 D. CONTRACTOR shall maintain personnel files for each staff person, including management and  
 229 other administrative positions, both direct and indirect; which shall include, but not be limited to, an  
 300 application for employment, qualifications for the position, applicable licenses, waivers, registrations,  
 311 documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay  
 332 increases.

333 #  
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335 E. CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seventy-two (72)  
 336 hours of any staffing vacancies or filling of vacant positions that occur during the term of the  
 337 Agreement. CONTRACTOR's notification shall include at a minimum the following information:

1 employee name(s), position title(s), date(s) of resignation, date(s) of hire, and a description of  
2 recruitment activity.

3 F. CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seven (7) business  
4 days, in advance, of any proposed staffing changes, including but not limited to promotions, temporary  
5 FTE changes, and temporary staffing assignments that occur during the term of the Agreement.

6 G. CONTRACTOR shall recruit, hire, train, and maintain staff that are persons in recovery, and/or  
7 family members of persons in recovery. These individuals shall not be currently receiving services  
8 directly from CONTRACTOR. Documentation may include, but not be limited to, the following:  
9 records attesting to efforts made in recruitment and hiring practices and identification of measures taken  
10 to enhance accessibility for potential staff in these categories.

11 H. CONTRACTOR shall provide training to service staff covering suicide assessment and crisis  
12 intervention or indications of suicidal risk (depending on scope of practice), developing safety plans,  
13 maintaining healthy boundaries, reporting child abuse, dealing with difficult Clients, meeting facilitation  
14 and medication, confidentiality, identification of strengths, promoting life skills, and such other topics  
15 identified by the COUNTY. Formal training sessions may also be used to cover these topics but cannot  
16 substitute for weekly supervision hours.

17 I. CONTRACTOR shall maintain a current signature list including each supervisor and provider  
18 of direct services who signs chart documentation. The list shall include the printed/type staff name and  
19 title, followed by the legal signature with title as it appears on all chart documents. For licensed or  
20 registered clinical staff, the name must match the name on the license or registration.

21 J. WORKLOAD STANDARDS – CONTRACTOR understands and agrees that at any given time  
22 the standards referenced below are minimum standards, and shall make every effort to exceed these  
23 minimums.

24 1. One (1) DSH shall be equal to sixty (60) minutes of direct Client service.

25 2. CONTRACTOR shall provide a minimum of eight thousand ~~six~~four hundred ~~twelve~~  
26 (8,600~~412~~) billable hours of service, with a minimum of ~~four~~three hundred ~~forty~~ (440~~seventy two~~ (372)  
27 hours of medication support services, and eight thousand ~~one hundred sixty~~forty (8,160~~040~~) hours of  
28 other mental health, case management, and/or crisis intervention or TBS services as identified in the  
29 Services Paragraph of this Exhibit A to the Agreement.

30 3. CONTRACTOR shall provide a minimum of one hundred (100) billable DSHs per month  
31 per FTE or one thousand two hundred (1,200) billable DSHs per year per contracted FTE clinician, of  
32 mental health services, unless otherwise approved by ADMINISTRATOR. For the Group Home/Foster  
33 Care Programs, CONTRACTOR shall maintain an appropriate caseload that will facilitate the provision  
34 of the minimum direct service hours identified above.

35 #  
36 4. CONTRACTOR shall maintain an active and on-going minimum caseload of ~~seventy~~(70~~at~~  
37 ~~least sixty eight~~ (68) unduplicated ~~Medi-Cal~~Clients, of which ~~seventy~~(70~~at least sixty eight~~ (68) shall

~~1~~ be Medi-Cal, throughout the term of the Agreement, unless otherwise approved by ADMINISTRATOR.  
~~2~~ 5. CONTRACTOR shall not refuse Client referrals if any of CONTRACTOR's staff are below  
~~3~~ workload standards, as defined in Subparagraph V.J. of this Exhibit A to the Agreement, unless  
~~4~~ otherwise approved by ADMINISTRATOR.

~~5~~ K. STUDENT INTERNS

~~6~~ 1. CONTRACTOR may augment the above paid staff with volunteers or interns upon written  
~~7~~ approval of ADMINISTRATOR.

~~8~~ a. CONTRACTOR shall meet minimum requirements for supervision of each student  
~~9~~ intern as required by the State Licensing Board and/or school program descriptions or work contracts.

~~10~~ b. Student intern services shall not comprise more than twenty percent (20%) of total  
~~11~~ services provided.

~~12~~ 2. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each  
~~13~~ student intern providing mental health services and one (1) hour of supervision for each ten (10) hours of  
~~14~~ treatment for student interns providing substance abuse services. CONTRACTOR shall provide  
~~15~~ supervision to volunteers as specified in the respective job descriptions or work contracts.

~~16~~ L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
~~17~~ Staffing Paragraph of this Exhibit A to the Agreement.

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EXHIBIT B  
TO AGREEMENT FOR PROVISION OF  
MENTAL HEALTH OUTPATIENT SERVICES FOR CHILDREN AND YOUTH  
BETWEEN  
COUNTY OF ORANGE  
AND  
SOUTH COAST CHILDREN’S SOCIETY, INC.  
DBA SOUTH COAST COMMUNITY SERVICES  
JULY 1, 2014 THROUGH JUNE 30, 2015

**I. BUSINESS ASSOCIATE CONTRACT**

**A. GENERAL PROVISIONS AND RECITALS**

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit A to the Agreement or in Subparagraph B. below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of “Business Associate” in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute PHI, as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended.

1 with respect to PHI and ePHI created, received, maintained, transmitted, used, or disclosed pursuant to  
2 the Agreement.

### 3 B. DEFINITIONS

4 1. “Administrative Safeguards” are administrative actions, and P&Ps, to manage the selection,  
5 development, implementation, and maintenance of security measures to protect ePHI and to manage the  
6 conduct of CONTRACTOR’s workforce in relation to the protection of that information.

7 2. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted  
8 under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

#### 9 a. Breach excludes:

10 1) Any unintentional acquisition, access, or use of PHI by a workforce member or  
11 person acting under the authority of CONTRACTOR or COUNTY , if such acquisition, access, or use  
12 was made in good faith and within the scope of authority and does not result in further use or disclosure  
13 in a manner not permitted under the Privacy Rule.

14 2) Any inadvertent disclosure by a person who is authorized to access PHI at  
15 CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health  
16 care arrangement in which COUNTY participates, and the information received as a result of such  
17 disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

18 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief  
19 that an unauthorized person to whom the disclosure was made would not reasonably have been able to  
20 retain such information.

21 b. Except as provided in Subparagraph a. of this definition, an acquisition, access, use, or  
22 disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach  
23 unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised  
24 based on a risk assessment of at least the following factors:

25 1) The nature and extent of the PHI involved, including the types of identifiers and the  
26 likelihood of re-identification;

27 2) The unauthorized person who used the PHI or to whom the disclosure was made;

28 3) Whether the PHI was actually acquired or viewed; and

29 4) The extent to which the risk to the PHI has been mitigated.

30 3. “Data Aggregation” shall have the meaning given to such term under the HIPAA Privacy  
31 Rule in 45 CFR § 164.501.

32 4. “DRS” shall have the meaning given to such term under the HIPAA Privacy Rule in 45  
33 CFR § 164.501.

34 5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in  
35 45 CFR § 160.103.

36 6. “Health Care Operations” shall have the meaning given to such term under the HIPAA  
37 Privacy Rule in 45 CFR § 164.501.



7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10. "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. "Secretary" shall mean the Secretary of the Department of HHS or his or her designee.

13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.

14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. "Technical safeguards" means the technology and the P&Ps for its use that protect ePHI and control access to it.

17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of HHS in the guidance issued on the HHS Web site.

18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

#### C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.

2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to

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1 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
2 other than as provided for by this Business Associate Contract.

3 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR  
4 Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates,  
5 receives, maintains, or transmits on behalf of COUNTY.

6 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is  
7 known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the  
8 requirements of this Business Associate Contract.

9 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI  
10 not provided for by this Business Associate Contract of which CONTRACTOR becomes aware.  
11 CONTRACTOR must report Breaches of Unsecured PHI in accordance with Subparagraph E. below and  
12 as required by 45 CFR § 164.410.

13 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or  
14 transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply  
15 through this Business Associate Contract to CONTRACTOR with respect to such information.

16 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a  
17 written request by COUNTY, to PHI in a DRS, to COUNTY or, as directed by COUNTY, to an  
18 Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an  
19 EHR with PHI, and an individual requests a copy of such information in an electronic format,  
20 CONTRACTOR shall provide such information in an electronic format.

21 8. CONTRACTOR agrees to make any amendment(s) to PHI in a DRS that COUNTY directs  
22 or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty  
23 (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY  
24 in writing no later than ten (10) calendar days after said amendment is completed.

25 9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps,  
26 relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on  
27 behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by  
28 COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's  
29 compliance with the HIPAA Privacy Rule.

30 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to  
31 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,  
32 and to make information related to such Disclosures available as would be required for COUNTY to  
33 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with  
34 45 CFR § 164.528.

35 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in  
36 a time and manner to be determined by COUNTY, that information collected in accordance with the

37 //

1 Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of  
2 Disclosures of PHI in accordance with 45 CFR § 164.528.

3 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's  
4 obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the  
5 requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

6 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by  
7 a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all  
8 employees, subcontractors, and agents who have access to the Social Security data, including employees,  
9 agents, subcontractors, and agents of its subcontractors.

10 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a  
11 criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if  
12 CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may  
13 terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or  
14 requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made  
15 in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined.  
16 COUNTY will consider the nature and seriousness of the violation in deciding whether or not to  
17 terminate the Agreement.

18 15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting  
19 CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no  
20 cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative  
21 proceedings being commenced against COUNTY, its directors, officers or employees based upon  
22 claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy,  
23 which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its  
24 subcontractor, employee, or agent is a named adverse party.

25 16. The Parties acknowledge that federal and state laws relating to electronic data security and  
26 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to  
27 provide for procedures to ensure compliance with such developments. The Parties specifically agree to  
28 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH  
29 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon  
30 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY  
31 concerning an amendment to this Business Associate Contract embodying written assurances consistent  
32 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other  
33 applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the  
34 event:

35 a. CONTRACTOR does not promptly enter into negotiations to amend this Business  
36 Associate Contract when requested by COUNTY pursuant to this Subparagraph C.; or

37 //

11 b. CONTRACTOR does not enter into an amendment providing assurances regarding the  
12 safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of  
13 HIPAA, the HITECH Act, and the HIPAA regulations.

14 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to  
15 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph  
16 B.2.a. above.

17 D. SECURITY RULE

18 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish  
19 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with  
20 45 CFR § 164.308, § 164.310, and § 164.312, with respect to ePHI COUNTY discloses to  
21 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.  
22 CONTRACTOR shall develop and maintain a written information privacy and security program that  
23 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of  
24 CONTRACTOR's operations and the nature and scope of its activities.

25 2. CONTRACTOR shall implement reasonable and appropriate P&Ps to comply with the  
26 standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in  
27 compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and  
28 updated policies upon request.

29 3. CONTRACTOR shall ensure the continuous security of all computerized data systems  
30 containing ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,  
31 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents  
32 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
33 or transmits on behalf of COUNTY. These steps shall include, at a minimum:

34 a. Complying with all of the data system security precautions listed under Subparagraph  
35 E., below;

36 b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in  
37 conducting operations on behalf of COUNTY;

38 c. Providing a level and scope of security that is at least comparable to the level and scope  
39 of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal  
40 Automated Information Systems, which sets forth guidelines for automated information systems in  
41 Federal agencies;

42 4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or  
43 transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same  
44 restrictions and requirements contained in this Subparagraph D. of this Business Associate Contract.

45 5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it  
46 becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with  
47 Subparagraph E. below and as required by 45 CFR § 164.410.

1 6. CONTRACTOR shall designate a Security Officer to oversee its data security program who  
2 shall be responsible for carrying out the requirements of this paragraph and for communicating on  
3 security matters with COUNTY.

#### 4 E. DATA SECURITY REQUIREMENTS

##### 5 1. Personal Controls

6 a. Employee Training. All workforce members who assist in the performance of functions  
7 or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY  
8 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
9 COUNTY, must complete information privacy and security training, at least annually, at  
10 CONTRACTOR's expense. Each workforce member who receives information privacy and security  
11 training must sign a certification, indicating the member's name and the date on which the training was  
12 completed. These certifications must be retained for a period of six (6) years following the termination  
13 of Agreement.

14 b. Employee Discipline. Appropriate sanctions must be applied against workforce  
15 members who fail to comply with any provisions of CONTRACTOR's privacy P&Ps, including  
16 termination of employment where appropriate.

17 c. Confidentiality Statement. All persons that will be working with PHI COUNTY  
18 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
19 COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and  
20 Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the  
21 workforce member prior to access to such PHI. The statement must be renewed annually. The  
22 CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for  
23 a period of six (6) years following the termination of the Agreement.

24 d. Background Check. Before a member of the workforce may access PHI COUNTY  
25 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
26 COUNTY, a background screening of that worker must be conducted. The screening should be  
27 commensurate with the risk and magnitude of harm the employee could cause, with more thorough  
28 screening being done for those employees who are authorized to bypass significant technical and  
29 operational security controls. CONTRACTOR shall retain each workforce member's background check  
30 documentation for a period of three (3) years.

##### 31 2. Technical Security Controls

32 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY  
33 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
34 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which  
35 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the  
36 COUNTY.

37 //

1 b. Server Security. Servers containing unencrypted PHI COUNTY discloses to  
2 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
3 must have sufficient administrative, physical, and technical controls in place to protect that data, based  
4 upon a risk assessment/system security review.

5 c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses  
6 to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
7 required to perform necessary business functions may be copied, downloaded, or exported.

8 d. Removable media devices. All electronic files that contain PHI COUNTY discloses to  
9 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
10 must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives,  
11 floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm  
12 which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the premises"  
13 if it is only being transported from one of CONTRACTOR's locations to another of CONTRACTOR's  
14 locations.

15 e. Antivirus software. All workstations, laptops and other systems that process and/or  
16 store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or  
17 transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software  
18 solution with automatic updates scheduled at least daily.

19 f. Patch Management. All workstations, laptops and other systems that process and/or  
20 store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or  
21 transmits on behalf of COUNTY must have critical security patches applied, with system reboot if  
22 necessary. There must be a documented patch management process which determines installation  
23 timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable  
24 patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot  
25 be patched due to operational reasons must have compensatory controls implemented to minimize risk,  
26 where possible.

27 g. User IDs and Password Controls. All users must be issued a unique user name for  
28 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
29 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password  
30 changed upon the transfer or termination of an employee with knowledge of the password, at maximum  
31 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight  
32 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the  
33 computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days.  
34 Passwords must be changed if revealed or compromised. Passwords must be composed of characters  
35 from at least three (3) of the following four (4) groups from the standard keyboard:

36 1) Upper case letters (A-Z)

37 2) Lower case letters (a-z)

3) Arabic numerals (0-9)

4) Non-alphanumeric characters (punctuation symbols)

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.

l. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

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3. Audit Controls

a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.

c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity/Disaster Recovery Control

a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty four (24) hours.

b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. BCP for CONTRACTOR and COUNTY (e.g. the application owner) must merge with the DRP.

5. Paper Document Controls

a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.



11 c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or  
22 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of  
33 through confidential means, such as cross cut shredding and pulverizing.

44 d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
55 creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises  
66 of the CONTRACTOR except with express written permission of COUNTY.

77 e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or  
88 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left  
99 unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement  
100 notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the  
111 intended recipient before sending the fax.

112 f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or  
113 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and  
114 secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include  
115 five hundred (500) or more individually identifiable records containing PHI COUNTY discloses to  
116 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in  
117 a single package shall be sent using a tracked mailing method which includes verification of delivery and  
118 receipt, unless the prior written permission of COUNTY to use another method is obtained.

119 F. BREACH DISCOVERY AND NOTIFICATION

200 1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify  
211 COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a  
222 law enforcement official pursuant to 45 CFR § 164.412.

223 a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which  
224 such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been  
225 known to CONTRACTOR.

226 b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is  
227 known, or by exercising reasonable diligence would have known, to any person who is an employee,  
228 officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

229 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY  
300 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written  
311 notification within twenty four (24) hours of the oral notification.

332 3. CONTRACTOR's notification shall include, to the extent possible:

333 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably  
334 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

335 b. Any other information that COUNTY is required to include in the notification to  
336 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or

337 //

1 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period  
2 set forth in 45 CFR § 164.410 (b) has elapsed, including:

3 1) A brief description of what happened, including the date of the Breach and the date  
4 of the discovery of the Breach, if known;

5 2) A description of the types of Unsecured PHI that were involved in the Breach (such  
6 as whether full name, social security number, date of birth, home address, account number, diagnosis,  
7 disability code, or other types of information were involved);

8 3) Any steps Individuals should take to protect themselves from potential harm  
9 resulting from the Breach;

10 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to  
11 mitigate harm to Individuals, and to protect against any future Breaches; and

12 5) Contact procedures for Individuals to ask questions or learn additional information,  
13 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

14 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in  
15 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the  
16 COUNTY.

17 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation  
18 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that  
19 CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F. and as  
20 required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or  
21 disclosure of PHI did not constitute a Breach.

22 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or  
23 its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

24 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the  
25 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit  
26 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as  
27 practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of  
28 the Breach to COUNTY pursuant to Subparagraph F.2. above.

29 8. CONTRACTOR shall continue to provide all additional pertinent information about the  
30 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after  
31 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests  
32 for further information, or follow-up information after report to COUNTY, when such request is made  
33 by COUNTY.

34 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or  
35 other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs  
36 in addressing the Breach and consequences thereof, including costs of investigation, notification,  
37 remediation, documentation or other costs associated with addressing the Breach.

11 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

12 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR  
13 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in  
14 the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done  
15 by COUNTY except for the specific Uses and Disclosures set forth below.

16 a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary,  
17 for the proper management and administration of CONTRACTOR.

18 b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the  
19 proper management and administration of CONTRACTOR or to carry out the legal responsibilities of  
20 CONTRACTOR, if:

21 1) The Disclosure is required by law; or

22 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is  
23 disclosed that it will be held confidentially and used or further disclosed only as required by law or for  
24 the purposes for which it was disclosed to the person and the person immediately notifies  
25 CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has  
26 been breached.

27 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to  
28 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of  
29 CONTRACTOR.

30 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to  
31 carry out legal responsibilities of CONTRACTOR.

32 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR  
33 consistent with the minimum necessary P&Ps of COUNTY.

34 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as  
35 required by law.

36 H.

37 ~~VI.~~ PROHIBITED USES AND DISCLOSURES

38 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or  
39 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to  
40 a health plan for payment or health care operations purposes if the PHI pertains solely to a health care  
41 item or service for which the health care provider involved has been paid out of pocket in full and the  
42 individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

43 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI  
44 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
45 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by  
46 42 USC § 17935(d)(2).

47 //



EXHIBIT C  
TO AGREEMENT FOR PROVISION OF  
MENTAL HEALTH OUTPATIENT SERVICES FOR CHILDREN AND YOUTH  
BETWEEN  
COUNTY OF ORANGE  
AND  
SOUTH COAST CHILDREN'S SOCIETY, INC.  
DBA SOUTH COAST COMMUNITY SERVICES  
JULY 1, 2014 THROUGH JUNE 30, 2015

**I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

**A. DEFINITIONS**

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, CCC § 1798.29(d).

3. "CMPPA Agreement" means the CMPPA Agreement between the SSA and CHHS.

4. "DHCS PI" shall mean PI, as defined below, accessed in a database maintained by the COUNTY or DHCS, received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Agreement on behalf of the COUNTY.

5. "IEA" shall mean the IEA currently in effect between the SSA and DHCS.

6. "Notice-triggering PI" shall mean the PI identified in CCC § 1798.29(e) whose unauthorized access may trigger notification requirements under CCC § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering PI includes PI in electronic, paper or any other medium.

7. "PII" shall have the meaning given to such term in the IEA and CMPPA.

8. "PI" shall have the meaning given to such term in CCC § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require

1 the production of information, including statutes or regulations that require such information if payment  
2 is sought under a government program providing public benefits.

3 10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,  
4 modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or  
5 interference with system operations in an information system that processes, maintains or stores PI.

#### 6 B. TERMS OF AGREEMENT

7 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as  
8 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform  
9 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Agreement  
10 provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

#### 11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

13 a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or  
14 required by this Personal Information Privacy and Security Contract or as required by applicable state  
15 and federal law.

16 b. Safeguards. To implement appropriate and reasonable administrative, technical, and  
17 physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect  
18 against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use  
19 or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and  
20 Security Contract. CONTRACTOR shall develop and maintain a written information privacy and  
21 security program that include administrative, technical and physical safeguards appropriate to the size  
22 and complexity of CONTRACTOR's operations and the nature and scope of its activities, which  
23 incorporate the requirements of Subparagraph c., below. CONTRACTOR will provide COUNTY with  
24 its current policies upon request.

25 c. Security. CONTRACTOR shall ensure the continuous security of all computerized data  
26 systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS  
27 PI and PII. These steps shall include, at a minimum:

28 1) Complying with all of the data system security precautions listed in Subparagraph  
29 E. of the Business Associate Contract, Exhibit B to the Agreement; and

30 2) Providing a level and scope of security that is at least comparable to the level and  
31 scope of security established by the OMB in OMB Circular No. A-130, Appendix III-Security of Federal  
32 Automated Information Systems, which sets forth guidelines for automated information systems in  
33 Federal agencies.

34 3) If the data obtained by CONTRACTOR from COUNTY includes PII,  
35 CONTRACTOR shall also comply with the substantive privacy and security requirements in the  
36 CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and  
37 DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security

1 requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic  
 2 Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local  
 3 Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that  
 4 any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree  
 5 to the same requirements for privacy and security safeguards for confidential data that apply to  
 6 CONTRACTOR with respect to such information.

7 d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect  
 8 that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its  
 9 subcontractors in violation of this Personal Information Privacy and Security Contract.

10 e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and  
 11 conditions set forth in this Personal Information and Security Contract on any subcontractors or other  
 12 agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the  
 13 disclosure of DHCS PI or PII to such subcontractors or other agents.

14 f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or  
 15 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,  
 16 injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives  
 17 DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or  
 18 DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including  
 19 employees, contractors and agents of its subcontractors and agents.

20 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the  
 21 COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the  
 22 CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS  
 23 PI, production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such  
 24 Breach to the affected individual(s).

25 h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR  
 26 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII  
 27 or security incident. CONTRACTOR agrees to give notification of any Breach of unsecured DHCS PI  
 28 and PII or security incident in accordance with Subparagraph F. of the Business Associate Contract,  
 29 Exhibit B to the Agreement.

30 i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an  
 31 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for  
 32 carrying out the requirements of this Personal Information Privacy and Security Contract and for  
 33 communicating on security matters with the COUNTY.

### **REPORTS**

34  
 35 ~~A. CONTRACTOR shall maintain records and make statistical reports as required by~~  
 36 ~~ADMINISTRATOR and the DHCS on forms provided by either agency.~~

37 ~~B. FISCAL~~

~~1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.~~

~~2. CONTRACTOR shall submit monthly Year End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report anticipated year end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.~~

~~C. STAFFING CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement, staff hours worked by position, DSH provided by position, case load by position, and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire and/or termination date, and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.~~

~~D. PROGRAMMATIC Throughout the term of the Agreement, CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. Programmatic reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of CONTRACTOR's progress in implementing the provisions of the Agreement, number of active cases, number of Client's admitted/discharged, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of licenses and/or certifications, changes in population served and reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state whether or not it is progressing satisfactorily in achieving all the terms of the Agreement, and if not, shall specify what steps are being taken to achieve satisfactory progress.~~

~~E. ADDITIONAL REPORTS Upon ADMINISTRATOR's request, CONTRACTOR shall make such additional reports as required by ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. ADMINISTRATOR shall be specific as to the nature of information~~



11 requested and allow up to thirty (30) calendar days for CONTRACTOR to respond.

22 ~~— F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~  
33 ~~Reports Paragraph of this Exhibit A to the Agreement.~~

#### 55 **VII. RESPONSIBILITIES**

66 ~~— A. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all~~  
77 ~~P&Ps. CONTRACTOR shall provide signature confirmation of its P&P training for each staff member~~  
88 ~~and place in their personnel files.~~

99 ~~— B. CONTRACTOR shall ensure that all new clinical and supervisory staff complete the~~  
100 ~~COUNTY's Annual Provider Training, and staff responsible to input into IRIS complete the IRIS New~~  
111 ~~User Training.~~

112 ~~— C. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training~~  
113 ~~and Annual Compliance Training.~~

114 ~~— D. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement~~  
115 ~~Implementation Plan and procedures provided by ADMINISTRATOR which describe the requirements~~  
116 ~~for quality improvement, supervisory review, and medication monitoring.~~

117 ~~— E. CONTRACTOR shall agree to adopt and comply with the documentation standards as per the~~  
118 ~~COUNTY's current Annual Provider Training, DHCS State Contract, Title IX, the State EPSDT~~  
119 ~~Documentation Manual, the State EPSDT TBS Documentation Manual, and the EPSDT TBS~~  
200 ~~Coordination of Care Best Practices Manual as provided by ADMINISTRATOR which describe, but are~~  
221 ~~not limited to, the requirements for Medi-Cal and ADMINISTRATOR charting standards.~~

222 ~~— F. CONTRACTOR shall regularly review their charting, IRIS data input, and invoice systems to~~  
223 ~~ensure compliance with COUNTY and State P&Ps and establish mechanisms to prevent inaccurate~~  
224 ~~claim submissions.~~

225 ~~— G. CONTRACTOR shall maintain on file at the facility minutes and records of all quality~~  
226 ~~improvement meetings and processes. Such records and minutes shall also be subject to regular review~~  
227 ~~by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and~~  
228 ~~ADMINISTRATOR's P&Ps.~~

209 ~~— H. CONTRACTOR shall attend:~~

300 ~~—— 1. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical~~  
311 ~~care.~~

332 ~~—— 2. Monthly meetings with ADMINISTRATOR to discuss contractual and other issues related~~  
333 ~~to, but not limited to compliance with P&Ps, statistics and clinical services.~~

334 ~~—— 3. Clinical staff training for individuals by ADMINISTRATOR. Such training shall be~~  
335 ~~conducted by CONTRACTOR and/or ADMINISTRATOR.~~

336 ~~—— 4. Quarterly QIC meetings.~~

337 ~~— I. CONTRACTOR shall allow ADMINISTRATOR to attend, and if necessary conduct, QIC and~~

~~11 medication monitoring meetings.~~

~~22 — J. PERFORMANCE OUTCOMES~~

~~33 — 1. CONTRACTOR shall complete Performance Outcome Measures as required by State  
44 and/or COUNTY.~~

~~55 — 2. ADMINISTRATOR shall develop and provide CONTRACTOR with performance outcome  
66 measure guidelines for the purpose of evaluating the impact and/or contribution of CONTRACTOR's  
77 services on the well being of COUNTY residents being served under the terms of the Agreement.  
88 The expected outcomes for the Monitoring Plan are to enable Clients to adaptively function at a higher  
99 and more appropriate level and to provide a quantifiable and repeatable measure to assess overall  
100 program effectiveness.~~

~~111 — 3. CONTRACTOR shall cooperate in data collection in order to develop baseline figures for  
112 future evaluation and report performance in terms of Client satisfaction, length of stay, and duration of  
113 services.~~

~~114 — K. TOKENS — ADMINISTRATOR shall provide CONTRACTOR the necessary number of  
115 Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.~~

~~116 — 1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with  
117 a unique password. Tokens and passwords will not be shared with anyone.~~

~~118 — 2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff  
119 member to whom each is assigned.~~

~~200 — 3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the  
221 Token for each staff member assigned a Token.~~

~~222 — 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following  
223 conditions:~~

~~224 — a. Token of each staff member who no longer supports the Agreement;~~

~~225 — b. Token of each staff member who no longer requires access to IRIS;~~

~~226 — c. Token of each staff member who leaves employment of CONTRACTOR; or~~

~~227 — d. Token is malfunctioning;~~

~~228 — e. Termination of the Agreement.~~

~~209 — 5. ADMINISTRATOR shall issue Tokens for CONTRACTOR's staff members who require  
300 access to IRIS upon initial training or as a replacement for malfunctioning Tokens.~~

~~311 — 6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through  
332 acts of negligence.~~

~~333 — L. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All  
334 statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if  
335 available, and if applicable.~~

~~336 — M. CONTRACTOR shall obtain a NPI.~~

~~337 — 1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI~~

~~11 for use to identify themselves in HIPAA standard transactions:~~

~~22 ——— 2. CONTRACTOR, including each employee that provides services under the Agreement, will  
33 obtain a NPI upon commencement of the Agreement or prior to providing services under the Agreement.  
44 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by  
55 ADMINISTRATOR, all NPI as soon as they are available.~~

~~66 — N. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first  
77 service provided under the Agreement to individuals who are covered by Medi Cal and have not  
88 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon  
99 request, the NPP for the COUNTY, as the MHP, to any individual who received services under the  
100 Agreement.~~

~~111 — O. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,  
112 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the  
113 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be  
114 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian  
115 institution, or religious belief.~~

~~116 — P. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to  
117 conduct research activity on COUNTY Clients without obtaining prior written authorization from  
118 ADMINISTRATOR.~~

~~119 — Q. CONTRACTOR shall provide effective Administrative management of the budget, staffing,  
200 recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities  
221 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the  
222 qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but  
223 are not limited, to the following:~~

~~224 ——— 1. Designate the responsible position(s) in your organization for managing the funds allocated  
225 to the program;~~

~~226 ——— 2. Maximize the use of the allocated funds;~~

~~227 ——— 3. Ensure timely and accurate reporting of monthly expenditures;~~

~~228 ——— 4. Maintain appropriate staffing levels;~~

~~209 ——— 5. Request budget and/or staffing modifications to the Agreement;~~

~~300 ——— 6. Effectively communicate and monitor the program for its success;~~

~~311 ——— 7. Track and report expenditures electronically;~~

~~332 ——— 8. Maintain electronic and telephone communication between CONTRACTOR and  
333 ADMINISTRATOR; and~~

~~334 ——— 9. Act quickly to identify and solve problems.~~

~~335 — R. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional  
336 welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction  
337 of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR~~

~~11 shall notify COUNTY within twenty four (24) hours of any such serious adverse incident.~~  
~~22 — S. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues~~  
~~33 that adversely affect the quality or accessibility of Client-related services provided by, or under contract~~  
~~44 with, the COUNTY as identified in the ADMINISTRATOR’s P&Ps.~~  
~~55 — T. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to~~  
~~66 ensure compliance with workload standards and productivity.~~  
~~77 — U. ADMINISTRATOR shall review Client charts to assist CONTRACTOR in ensuring~~  
~~88 compliance with ADMINISTRATOR’s P&Ps and Medi-Cal documentation requirements.~~  
~~99 — V. ADMINISTRATOR shall review and approve all admissions, discharges from the program and~~  
~~100 extended stays in the program.~~  
~~111 — W. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.~~  
~~112 #~~  
~~113 — X. ADMINISTRATOR shall monitor CONTRACTOR’s compliance with ADMINISTRATOR’s~~  
~~114 P&Ps.~~  
~~115 — Y. ADMINISTRATOR shall provide a written copy of all assessments completed on Clients~~  
~~116 referred for admission.~~  
~~117 — Z. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~  
~~118 Responsibilities Paragraph of this Exhibit A to the Agreement.~~  
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